

1 **BEFORE THE DEPARTMENT OF BUSINESS & INDUSTRY**

2 **LAS VEGAS, NEVADA**

3 IN THE MATTER OF:

4 FINANCIAL INSTITUTIONS DIVISION,)

5 Claimant,)

6 v.)

7 STAR LOAN CENTERS,)

8 Respondents.)

FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND ORDER

10 _____)
11 This is the final order in the contested case between Claimant, the Financial
12 Institutions Division of the Nevada Department of Business and Industry (FID), and
13 Respondent, Star Loan Centers (SLC).¹

14 **I. PROCEDURAL HISTORY**

15 FID commenced this action on January 25, 2017, with the issuance of an Order
16 to Cease and Desist Violations of NRS 604A and NAC 604A Activities and Unlicensed
17 Activities (C&D Order).

18 The matter proceeded to hearing on August 30, 2017, during which testimony
19 was received from Kelvin Lam, Anna Embrador, Mary Young, Bianca Hernandez, and
20 Jonathon Dale Amos. Each witness was subject to direct- and cross-examination. The
21 parties stipulated to the admission of the following documentary exhibits: SL 001-0351
22 and SLC 0001-0096.

23 **II. ISSUES**

24 Whether SLC 1) extended loans to borrowers exceeding twenty-five percent of
25 the borrowers' gross monthly income in violation of NRS 604A.425 and NAC 604A.180;
26 2) failed to disclose the correct business address on loan agreements in violation of
27

¹ NRS 233B.125.

1 NRS 604A.410; 3) failed to send notification of the option to enter into a repayment plan
2 upon default prior to commencing a civil action in violation of NRS 604A.475 and NAC
3 604A.170; 4) failed to disclose information about the loan on the receipt when accepting
4 payments in violation of NRS 604A.440, NRS 604A.465, and NRS 604A.470; 5) failed
5 to inform the FID of a change of control and failed to secure a license for a certain
6 location prior to lending to Nevada residents in violation of NAC 604A.060, NAC
7 604A.100, NAC 604A.130, NAC 604A.140, NAC 604A.230, NRS 604A.075, NRS
8 604A.300, NRS 604A.400, NRS 604A.405, NRS 604A.440, NRS 604A.530, NRS
9 604A.645(1)-(2), NRS 604A.650, and NRS 604A.655.

10 III. FINDINGS OF FACT

11 All findings of fact are based upon a preponderance of the evidence, as that term
12 is defined in NRS 233B.0375. See *Nassiri v. Chiropractic Physicians' Bd.*, 327 P.3d
13 487, 491 (Nev. 2014) (citing *Brown v. State*, 107 Nev. 164, 166, 807 P.2d 1379, 1381
14 (1991) for the statement that "a preponderance of the evidence amounts to whether the
15 existence of the contested fact is found to be more probable than not").

16 SLC is a corporation in the business of deferred deposit and title loan services
17 in Nevada. Jonathon Dale Amos is the owner and principal of SLC. As a deferred
18 deposit and title lender, SLC is governed by the provisions of NRS Chapter 604A and
19 NAC Chapter 604A, as administered by FID. SLC is licensed by FID to conduct deferred
20 deposit and title-loan services at two locations in Las Vegas—the Sahara location and
21 the Silverado location. SLC is not licensed to conduct deferred deposit and title loan
22 services at 6433 W. Charleston Blvd. Las Vegas, NV 89146 (the Charleston location).

23 2016 Annual Examination

24 FID conducts annual examinations of each of its licensees. FID examiner Kelvin
25 Lam began an annual examination of SLC on August 31, 2016.² Examiner Lam
26 sampled 32 of SLC's loan files for compliance with NRS and NAC Chapter 604A and
27 made two site visits to SLC locations, including the Charleston location. At the

² SL0013.

1 conclusion of the examination on December 13, 2016, Examiner Lam assigned SLC an
2 "Unsatisfactory" rating, noting several violations of Nevada law³: 1) SLC issued two
3 deferred deposit loans in an amount exceeding 25% of the borrowers' gross monthly
4 income⁴; 2) SLC failed to disclose the correct address of the Silverado location on all
5 loans originated from that location⁵; 3) SLC failed to mail repayment plan letters to 13
6 customers who default on their loans⁶; 4) SLC printed receipts on improper documents
7 and failed to include identifying loan information on partial-payment receipts⁷; and 5)
8 SLC conducted unlicensed title lending activity at the Charleston location.⁸

9 SLC does not collect on defaulted loans as a matter of company policy. SLC
10 failed to disclose its name and address on all of the loan agreements it generated at its
11 Silverado location on all samples examined by Investigator Lam. SLC did not mail
12 repayment-plan letters to customers who defaulted on their loans on at least 13
13 occasions. SLC issued a deferred deposit loan that exceeded customer Rebecca
14 Valenzuela's expected gross monthly income by \$2.87.⁹

15 **Relationship between SLC and Fast Cash**

16 On June 27, 2016, Mavrik Inc., a company owned by Mr. Amos, entered into a
17 General Contract for the purchase of assets from MHD Nevada Holdings, LLC d/b/a
18 Fast Cash Title Loans (Fast Cash).¹⁰ Fast Cash was licensed by FID to conduct title
19 loan services at three locations in Las Vegas, including at the Charleston location.

20 Pursuant to the terms of the General Contract, Mavrik Inc. would perform a 90-
21 day audit of the books at Fast Cash's three locations and, at the close of the audit on
22 September 30, 2016, pay Fast Cash 150% of the value of all "performing loans," defined
23 as loans not more than 29 days past due.¹¹ The parties agreed that Mavrik Inc. would

24 _____
25 ³ SL0026.

26 ⁴ SL0018.

27 ⁵ SL0019.

⁶ SL0020.

⁷ SL0021.

⁸ SL0024.

⁹ SL0018.

¹⁰ SL0153-56.

¹¹ SL0153-54.

1 "take control of the day to day activities of all three Fast Cash" locations as of June 27,
2 2016, that Fast Cash's existing payroll would move over to Mavrik Inc.'s payroll system
3 as of July 1, 2016, that all expenses would be paid for by Mavrik Inc. as of July 1, 2016,
4 and that "[d]uring the 90-Day Audit all new loans acquired in the daily operation of all
5 three locations will be closed in the name of Mavrick Inc. dba Star Loan Centers," but
6 these "new loans" would not constitute any part of the performing loans that would form
7 the basis for the purchase price at the end of the audit period.¹²

8 On August 31, 2016, Examiner Lam and Investigator Anna Embrador visited the
9 Charleston location following their receipt of a consumer complaint reporting unlicensed
10 activity by SLC there and in conjunction with the annual examination of SLC. Examiner
11 Lam observed a banner covering the Fast Cash logo and reading "payday, title, and
12 gold" and business cards for SLC employee Shawn Silber in the lobby. Mr. Silber was
13 the only employee present (though Mr. Amos arrived shortly thereafter); no employees
14 from Fast Cash were present. No paper files were on site for any loans whatsoever. No
15 license was displayed for either SLC or Fast Cash. Examiner Lam and Investigator
16 Embrador did not hear or see Mr. Silber accept payment or originate a loan. Investigator
17 Embrador told Mr. Amos he was not permitted to continue conducting deferred deposit
18 or title loan services at the Charleston location until he obtained a license from FID to
19 operate there.

20 In about September 2016, SLC applied to FID for a branch application, seeking
21 a license to conduct deferred deposit and title loans at the Charleston location.¹³ On
22 September 26, 2016, FID denied SLC's application, explaining that an existing 604A
23 business (Fast Cash) already had a license for the Charleston location and that in order
24 to obtain a license for that location, SLC would need to produce a buy-sell agreement
25 showing SLC's purchase of Fast Cash and a surrender from Fast Cash.¹⁴ SLC
26 submitted all the documentation required for the branch-license application in

27 ¹² SL0153.

¹³ SL0144.

¹⁴ SL0152.

1 December 2016. FID had not taken action on SLC's branch license application by
2 January 4, 2017, on which date SLC withdrew its application.¹⁵

3 On December 12, 2016, Examiner Lam and Investigator Embrador visited the
4 Charleston location again. The "payday, title, and gold" banner covering the Fast Cash
5 logo was still up. SLC's name was on the door alongside designated hours of business.
6 SLC employee Julian was present, and Mr. Silber's business cards were no longer in
7 the lobby.

8 Between August 2016, and January 2017, SLC listed the Charleston location
9 among its official places of business on receipts for payments.¹⁶

10 **IV. CONCLUSIONS OF LAW**

11 ***a. SLC extended one loan in excess of 25% of the customer's gross 12 monthly income.***

13 NRS 604A.425(1)(a) prohibits a licensee from making a deferred deposit loan
14 that exceeds 25 percent of the expected gross monthly income of the customer when
15 the loan is made. FID asserts that SLC failed to abide by this requirement in two
16 instances, issuing deferred deposit loans that exceeded the customers' expected gross
17 monthly income by \$155.81 and \$2.87, respectively.¹⁷ FID also asserts that this is a
18 repeat violation, since FID cited SLC for the same conduct during its 2015 annual
19 examination.¹⁸ SLC defends that it submitted evidence post-exam demonstrating that
20 its calculation of the first loan amount was proper; SLC offers no defense for the second
21 loan amount.¹⁹

22 SLC extended one deferred deposit loan to a customer in excess of the
23 customer's expected gross monthly income. SLC therefore violated NRS 604A.425(1).

24 Whether this violation was willful depends on the meaning of that term, which is
25 not defined in NRS or NAC Chapter 604A or in controlling caselaw concerning NRS
26 604A.900(1)(c), which contains the term. Neither party offered any suggestion or

27 ¹⁵ SL0087.

¹⁶ SL0033-34, 0045-46, 0048-49, 0103, 0122, 0192-3, 0195-6.

¹⁷ SL0018.

¹⁸ SL0017.

¹⁹ SL0091.

1 argument as to the meaning of the term beyond FID's bare assertion that the repeated
2 nature of the violation makes it willful. In the context of federal gun control laws, courts
3 have determined that, "Willfulness is established when a dealer understands the
4 requirements of the law, but knowingly fails to follow them or was indifferent to them."
5 *Borgelt v. Bureau of Alcohol, Tobacco, and Firearms*, 2009 WL 3149436, *4 (W.D. Wa.
6 September 24, 2009) (internal quotations and citation omitted). "[T]he government often
7 proves willfulness by showing that a licensee repeatedly violated regulations despite
8 knowledge of them and repeated warnings." *Id.* I determine that this interpretation of
9 willfulness is reasonable to adopt in the instant context.

10 This loan extension was a repeat violation; FID warned SLC of the identical
11 violation in the prior year's annual examination. Therefore, SLC's conduct was willful.
12 NRS 604A.820 authorizes a fine of up to \$10,000 for a licensee's violation of any
13 provision of NRS or NAC Chapter 604A. In light of the low dollar amount by which the
14 loan exceeded the statutory guidelines, SLC shall be subject to a \$500 fine for this
15 violation. In addition, pursuant to NRS 604A.900(1)(c),²⁰ loan #9859 to Rebecca
16 Valenzuela is void, and SLC is not entitled to collect, receive, or retain any principal,
17 interest, or other charges or fees with respect to that loan.

18 ***b. SLC failed to disclose its correct business address on loan***
19 ***agreements originating from its Silverado location.***

20 NRS 604A.410(2)(a) requires a licensee to include the name and address of the
21 licensee and customer on all loan agreements. FID asserts that SLC failed to include
22 its name and address on all loan agreements generated at SLC's Silverado location.²¹

23 ²⁰ **NRS 604A.900 Remedies for certain willful violations.**

24 1. Except as otherwise provided in this section, if a licensee willfully:

25 (a) Enters into a loan agreement for an amount of interest or any other charge or fee that violates the
26 provisions of this chapter or any regulation adopted pursuant thereto;

27 (b) Demands, collects or receives an amount of interest or any other charge or fee that violates the
provisions of this chapter or any regulation adopted pursuant thereto; or

(c) Commits any other act or omission that violates the provisions of this chapter or any regulation
adopted pursuant thereto,

↳ the loan is void and the licensee is not entitled to collect, receive or retain any principal, interest or other
charges or fees with respect to the loan.

²¹ SL0019.

1 FID also asserts that this is a repeat violation, since FID cited SLC for the same conduct
2 during its 2015 annual examination.²² SLC defends that this error was due to a
3 malfunction in its software and that its address now appears on all its loan
4 agreements.²³

5 SLC failed to disclose its name and address on all of the loan agreements it
6 generated at its Silverado location. SLC therefore violated NRS 604A.410(2)(a). This
7 was a repeat and therefore willful violation by SLC, as it was cited for the same conduct
8 in the 2015 annual examination. *Borgelt*, 2009 WL 3149436 at *4. NRS 604A.820
9 authorizes a fine of up to \$10,000 for a licensee's violation of any provision of NRS or
10 NAC Chapter 604A. Because this violation involved a failure to comply with basic
11 record-keeping requirements that should be monitored internally at regular intervals,
12 SLC shall be subject to a \$5,000 fine for this violation. In addition, pursuant to NRS
13 604A.900(1)(c), every loan agreement issued from the Silverado location without the
14 proper disclosure of SLC's name and address is void, and SLC is not entitled to collect,
15 receive, or retain any principal, interest, or other charges or fees with respect to those
16 loans.

17 ***c. SLC failed to send repayment plan letters as required by law.***

18 NRS 604A.475(1) requires a licensee to offer defaulting customers an
19 opportunity to enter into a repayment plan within 15 days of the date of default "if the
20 licensee intends to" commence any collection efforts. NRS 604A.475(2) sets forth the
21 timeline for delivery of the repayment plan offer:

22 If the licensee intends to commence any civil action or
23 process of alternative dispute resolution or repossess a
24 vehicle in an effort to collect a defaulted loan, the licensee
25 shall deliver to the customer, not later than 15 days after the
26 date of default, or not later than 5 days after a check is not
27 paid upon presentment or an electronic transfer of money
fails, whichever is later, written notice of the opportunity to
enter into a repayment plan.

²² SL0017.

²³ SL0091.

1 FID asserts that SLC failed to deliver the repayment plan offers within 15 days of the
2 date of default to 13 customers.²⁴ SLC conceded this violation in its January 26, 2017,
3 response letter, stating that it always generated the letters and now it will make sure to
4 send them to each defaulting client within 15 days of default.²⁵ However, at the hearing,
5 Mr. Amos testified that SLC's official policy is never to collect on defaulted loans, calling
6 into question whether it violated NRS 604A.475(2) by failing to send repayment plan
7 offers since it did not intend to commence any collection efforts. FID contends that the
8 language in SLC's loan agreements informing clients that it will offer them a 30-day
9 opportunity to enter into a repayment plan "[b]efore commencing any civil action or
10 process of alternative dispute resolution"²⁶ conveys or implies intent to collect, which
11 triggers the statutory requirement to send notice of the opportunity to enter into a
12 repayment plan.

13 Under Nevada law, courts give deference to administrative agency
14 interpretations of their governing statutes, as long as the "interpretation is within the
15 language of the statute." *Village League to Save Incline Assets, Inc. v. State*, 133 Nev.
16 Adv. Op. 1, * ____, 388 P.3d 218, 226 (2017) (citations omitted). FID has determined that
17 an intention to commence collection efforts exists where the licensee informs customers
18 that it will take certain action "[b]efore commencing" collection efforts. FID's
19 interpretation is within the language of NRS 604A.475(2), and therefore I defer to it.

20 SLC violated NRS 604A.475(2) by failing to deliver repayment plan offers to at
21 least 13 clients within 15 days of default. SLC has corrected the errors that lead to this
22 violation and now sends out repayment plan offers to all defaulting clients within 15
23 days of default. NRS 604A.820 authorizes a fine of up to \$10,000 for a licensee's
24 violation of any provision of NRS or NAC Chapter 604A. Because SLC's interpretation
25 of the statute was reasonable, though incorrect, SLC shall be subject to a \$1,000 fine
26 for this violation.

27 _____
²⁴ SL0019-20.

²⁵ SL0091.

²⁶ SL0115.

1 ***d. SLC failed to provide accurate receipts to customers.***

2 FID encompasses two distinct actions in this charge of wrongdoing. First, a
3 violation of NRS 604A.440(5) and second, a violation of NRS 604A.465 and NRS
4 604A.470.²⁷

5 NRS 604A.440(5) prohibits a licensee from committing a deceptive trade
6 practice, including the making of a false representation. FID asserts that SLC
7 improperly printed receipts for title loan payments on receipts intended to be used for
8 deferred deposit loan payments.²⁸ SLC offers no defense to this charge. SLC has
9 corrected the errors and now uses the correct receipt for each type of transaction.

10 NRS 604A.465 and NRS 604A.470 require a licensee to issue a receipt with
11 certain information to a customer who makes a payment on his or her loan, whether a
12 partial payment or a total pay-off. Among the required information is “[t]he identification
13 number assigned to the loan agreement or other information that identifies the loan.”
14 FID asserts that SLC failed to include a loan number or other loan-identifying
15 information on all receipts it issued for partial payments on title loans. SLC offers no
16 defense to this charge. SLC has corrected the errors and prints the correct information
17 on the receipts now.

18 SLC violated NRS 604A.440(5), NRS 604A.465, and NRS 604A.470. SLC has
19 corrected the errors in its system that lead to these violations. NRS 604A.820
20 authorizes a fine of up to \$10,000 for a licensee’s violation of any provision of NRS or
21 NAC Chapter 604A. Because this violation involved a failure to comply with basic
22 record-keeping requirements that should be monitored internally at regular intervals,
23 SLC shall be subject to a \$5,000 fine for this violation.

24 ***e. SLC did not conduct unlicensed activity but did make false and***
25 ***misleading advertisements.***

26 NRS 604A.400(1) sets forth the foundational requirement that no person shall
27 operate a deferred deposit or title loan service unless the person is licensed with FID.

²⁷ SL0020-21.

²⁸ SL0021.

1 The remainder of NRS Chapter 604A and NAC Chapter 604A set forth various
2 requirements and restrictions on licensees.

3 FID charges SLC with violating all of the following NRS and NAC provisions.²⁹
4 NRS 604A.635(3) requires that, once FID has issued a license, the licensee
5 "prominently display" the license at the location where it does business. NAC
6 604A.060(2) clarifies that this means the license must be displayed at "each branch
7 location where the licensee does business." NAC 604A.230(1)(e) prohibits a licensee
8 from operating his business "from any location other than the location listed on his
9 license." NRS 604A.650(1) prohibits a licensee from conducting the business of making
10 loans under any name or at any place except as permitted in the license or branch
11 license issued by the FID. NRS 604A.655(1) prohibits a licensee from conducting the
12 business of making loans within any place of business in which any other lending
13 business is solicited or engaged in. NRS 604A.405(1)(a)-(b) requires a licensee to post
14 notices in a conspicuous place at every location at which it conducts business setting
15 forth the fees the licensee charges for its services and containing a toll-free phone
16 number for consumers to make complaints to FID. NAC 604A.130 and NAC 604A.140
17 provide templates for the required notices. NAC 604A.100(1)-(2) prohibits a licensee
18 from conducting any business under its license unless "[it] possesses each license and
19 permit required by this State or a local government as a condition to conducting
20 business," and the location complies with all applicable planning and zoning
21 ordinances.

22 Whether SLC violated any of the statutes or regulations depends on what it
23 means to "do" or "conduct" business in the context of NRS and NAC Chapter 604A. FID
24 contends that soliciting, making, or extending loans; accepting payments for loans; and
25 soliciting payments for loans all constitute doing or conducting business in the context
26 of NRS and NAC Chapter 604A. SLC does not challenge this definition. Moreover, this

27 ²⁹ In its C&D Order, FID listed NRS 604A.075 (defining the term "Licensee") and NRS 604A.300 (authorizing the FID Commissioner to enact regulations) among the statutes violated by SLC. These statutes do not prescribe or proscribe conduct and so cannot be violated.

1 definition is reasonable, logical, and supported by the statutory and regulatory schemes
2 set forth in NRS and NAC Chapter 604A, which set forth in great detail the rules
3 surrounding licensees' issuance of loans, setting of loan terms and payment schedules,
4 and taking of and accounting for payments on outstanding loans. FID's interpretation is
5 within the language of the statutes and regulations, and therefore I defer to it. *Village*
6 *League to Save Incline Assets*, 133 Nev. Adv. Op. 1, * ____, 388 P.3d at 226.

7 FID did not adduce evidence that SLC actually conducted business from the
8 unlicensed Charleston location. The following facts were established by a
9 preponderance of the evidence: SLC did not possess a branch license for the
10 Charleston location; that SLC contracted to take over the "day to day activities" at all
11 three of Fast Cash's locations, including the Charleston location, effective June 27,
12 2016; that SLC contracted to pay for all expenses at the three Fast Cash locations and
13 move Fast Cash's existing payroll to Mavrik Inc.'s payroll system as of July 1, 2016;
14 that SLC contracted to close all new loans acquired during the 90-day audit period in
15 SLC's name; that SLC employee Mr. Silber placed his business cards in the lobby at
16 the Charleston location; and that SLC printed payment receipts that listed the
17 Charleston location among its official locations. But none of this evidence directly
18 demonstrates that SLC actually extended loans or accepted payment for loans from the
19 unlicensed Charleston location.

20 Though several people submitted complaints, sworn under penalty of perjury,
21 stating that their loans were originated at the Charleston location and they made
22 payments there, no direct evidence was presented corroborating that hearsay
23 evidence. *State, Dept. of Motor Vehicles & Public Safety v. Kinkade*, 107 Nev. 257,
24 260-61, 810 P.2d 1201, 1203 (1991). I do not conclude that SLC conducted unlicensed
25 activity at the Charleston location in violation of NAC 604A.230(1)(e), NRS
26 604A.650(1), NRS 604A.655(1), NRS 604A.405, or NAC 604A.100(1)-(2).

1 FID also charges SLC with violating NRS 604A.645(1)-(2). NRS 604A.645(1)-
2 (2) requires a licensee to "immediately notify" FID of any change of control of the
3 licensee. A "change of control" is defined as:

4 (a) A transfer of voting stock, partnership or member
5 interests which results in giving a person, directly or
6 indirectly, the power to direct the management and policy of
7 a licensee; or

8 (b) A transfer of at least 25 percent of the outstanding voting
9 stock, partnership or member interests of the licensee.

10 NRS 604A.645(3)(a)-(b).

11 SLC did not violate NRS 604A.645. No evidence was presented to support the
12 claim that SLC took control of Fast Cash in the manner envisioned by NRS 604.645.
13 The agreement between SLC and Fast Cash did not involve a transfer of voting stock,
14 partnership, or member interests of Fast Cash to SLC. SLC contracted to purchase
15 certain of Fast Cash's assets only and to continue conducting business as SLC.
16 Therefore, I do not conclude that SLC failed to notify FID of a change of control of a
17 licensee in violation of NRS 604A.645.

18 FID also charges SLC with violating NRS 604A.440, which prohibits a licensee
19 from making any false representation, and NRS 604A.530, which prohibits a licensee
20 from making advertisements that are deceptive regarding rates, terms, or conditions for
21 loans. SLC listed the Charleston location among its official places of business on
22 receipts for payments. Since SLC did not hold a branch license for the Charleston
23 location, its inclusion of the Charleston location as an official place of business on its
24 receipts was false and misleading. Therefore, SLC did violate NRS 604A.440(5). The
25 false misrepresentation was not as to the rates, terms, or conditions for loans, so SLC
26 did not violate NRS 604A.530. NRS 604A.820 authorizes a fine of up to \$10,000 for a
27 licensee's violation of any provision of NRS or NAC Chapter 604A. This violation was
committed willfully, because SLC knew that it did not hold a branch license for the
Charleston location, as evidenced by its application for such a license, but included it

1 on its receipts anyway; therefore, it shall be subject to a \$10,000 fine for this violation.³⁰

2 **V. ORDER**

3 **IT IS ORDERED:**

4 Pursuant to NRS 604A.810, SLC shall cease and desist all violations of NRS
5 Chapter 604A and NAC Chapter 604A.

6 Pursuant to NRS 604A.820, SLC shall pay an administrative fine of \$500 for its
7 violation of NRS 604A.425(1). In addition, pursuant to NRS 604A.900(1)(c), loan #9859
8 to Rebecca Valenzuela is void, and SLC is not entitled to collect, receive, or retain any
9 principal, interest, or other charges or fees with respect to that loan. SLC shall return
10 the funds to Ms. Valenzuela within 90 days of this Order.

11 Pursuant to NRS 604A.820, SLC shall pay an administrative fine of \$5,000 for
12 its violation of 604A.410(2)(a). In addition, pursuant to NRS 604A.900(1)(c), every loan
13 agreement issued from the Silverado location without the proper disclosure of SLC's
14 name and address is void, and SLC is not entitled to collect, receive, or retain any
15 principal, interest, or other charges or fees with respect to those loans. SLC shall work
16 with FID to conduct a full accounting of the loans issued from the Silverado location that
17 are void and shall return all funds within 90 days of this Order.

18 Pursuant to NRS 604A.820, SLC shall pay an administrative fine of \$1,000 for
19 its violation of NRS 604A.475(2).

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26 (cont.)

27 ³⁰ Under NRS 604A.900, a willful violation may be penalized by voiding the loans obtained via the unauthorized activity; however, as stated above, FID did not establish by a preponderance of the evidence that SLC actually conducted business at the Charleston location, so there are no loans to be voided.

1 Pursuant to NRS 604A.820, SLC shall pay an administrative fine of \$5,000 for
2 its violation of NRS 604A.440(5), NRS 604A.465, and NRS 604A.470.

3 Pursuant to NRS 604A.820, SLC shall pay an administrative fine of \$10,000 for
4 its violation of NRS 604A.440(5).

5 Pursuant to NRS 604A.820(2)(c), SLC must compensate FID for the costs of this
6 proceeding, including investigative costs and attorney's fees of the Commissioner.

7 SLC shall pay all administrative fines, costs, and fees within 120 days of this
8 Order.

9 Dated this 19th day of September, 2017.

10 /s/ Denise S. McKay
11 Denise S. McKay
12 Administrative Law Judge
13 State of Nevada
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1 **CERTIFICATE OF MAILING**

2 I, Michelle Metivier, do hereby certify that I deposited in the U.S. mail, postage
3 prepaid, via First Class Mail and Certified Return Receipt Requested, a true and correct
4 copy of the foregoing FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER to
5 the following:

6 Erick Ferran, Esq.
7 Hitzke & Associates
8 2030 E. Flamingo Rd. Ste. 115
9 Las Vegas, NV 89119

Certified Mail:70121010000011827083
Email: Erick.ferran@hitzkelaw.com

10 David Pope, Esq.
11 Vivienne Rakowsky, Esq.
12 Rickisha Hightower-Singletary, Esq.
13 Nevada Office of the Attorney General
14 555 E. Washington Ave., Ste. 3900
15 Las Vegas, NV 89101

Certified Mail:70121010000011827090
Email: DPope@ag.nv.gov
VRakowsky@ag.nv.gov
RSingletary@ag.nv.gov

16 Dated this 19th day of September, 2017.

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