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COMMONWEALTH OF KENTUCKY
PUBLIC PROTECTION CABINET
DEPARTMENT OF FINANCIAL INSTITUTIONS
AGENCY CASE NO. 2009-AH-92

DEPARTMENT OF FINANCIAL INSTITUTIONS — COMPLAINANT

vs.

TRIPOINT MORTGAGE GROUP, INC. — RESPONDENT

AGREED ORDER

* * * * * * * * * * * * * *

1. The Department of Financial Institutions ("DFI") is responsible for regulating and licensing mortgage loan brokers, mortgage loan companies, mortgage loan originators, and mortgage loan processors in accordance with the provisions set forth in KRS Chapter 286.8, the Mortgage Loan Company and Mortgage Loan Broker Act (the "Act").

2. Tripoint Mortgage Group, Inc. ("Tripoint") was registered to do business in Kentucky as a HUD exempt mortgage loan broker pursuant to the Act, with its principal office located at 8899 University Center Lane #385, San Diego, CA 92122.

3. During an examination, DFI discovered that Tripoint had utilized two unregistered loan officers to originate mortgage loans during the 2008 calendar year in violation of KRS 286.8-030, which prohibits a mortgage loan broker from employing or using a loan officer who is not registered in accordance with KRS 286.8-255.

4. DFI possesses a range of administrative authority in addressing violations of the Act, including license revocation or denial, and/or the imposition of fines in an amount up to $25,000 per violation. *See* KRS 286.8-046; 286.8-090.

5. In this case, DFI has assessed a fine against Tripoint in the amount of two thousand dollars ($2,000.00) for utilizing two unregistered loan officers to originate Kentucky loans, in violation of KRS 286.8-030.

6. In addition to the assessed fine, Tripoint has agreed to not transact business in the mortgage loan process in Kentucky.

7. In the interest of economically and efficiently resolving the violation(s) described herein, DFI and Tripoint agree as follows:

a. Tripoint agrees to a fine assessment in the amount of two thousand dollars ($2,000.00) for the violation(s) described herein;

b. Tripoint agrees to and shall pay the total fine assessed herein of two thousand dollars ($2,000) prior to the entry of this Order, which shall be in the form of a certified check or money order made payable to "Kentucky State Treasurer" and mailed to the Department of Financial Institutions, Attn: Shaun T. Orme, 1025 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601;

c. Tripoint agrees to not engage in the mortgage lending process in Kentucky.

d. Tripoint shall not apply to DFI for any license or exemption required under KRS Chapter 286.8 to conduct business in the mortgage lending process in Kentucky for a period of not less than one (1) year from the date of entry of this Agreed Order. Tripoint may apply for licensure or exempt status after such time, however, Tripoint understands that DFI is under no obligation to grant such a license or exemption, either conditionally or not.

7. Tripoint waives its right to demand a hearing at which it would be entitled to legal representation, to confront and cross examine witnesses, and to present evidence on its own behalf, or to otherwise appeal or set aside this Order.

8. Tripoint consents to and acknowledges the jurisdiction of DFI over this matter and that this Agreed Order is a matter of public record and may be disseminated as such.

9. In consideration of execution of this Agreed Order, Tripoint for itself, and for its successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, DFI, Office of Legal Services, and each of their members, agents, and employees in their individual capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Tripoint ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement or its administration.

10. By signing below, the parties acknowledge they have read the foregoing Agreed Order, know and fully understand its contents, and that they are authorized to enter into and execute this Agreed Order and legally bind their respective parties.

11. This Agreed Order shall constitute the Final Order in this matter.

IT IS SO ORDERED on this the 22nd day of December, 2008.

CHARLES A. VICE
COMMISSIONER

Consented to:

This 25 day of November, 2009.

Kathy Stewart, Director
Division of Financial Institutions
Department of Financial Institutions

This 17th day of December, 2009.

Robert Delgado
Authorized Representative
Tripoint Mortgage Group, Inc.

ACKNOWLEDGEMENT

STATE OF California)
COUNTY OF San Diego)

On this the 17th day of December, 2009, before me Lisa M. Delgado, the undersigned, **Robert Delgado**, did personally appear and acknowledge himself to be the President of Tripoint Mortgage Group, Inc., and that he, being authorized to do so, entered into and executed the foregoing instrument for the purposes therein contained.

In witness whereof I hereunto set my hand.

My Commission Expires: 8/7/10

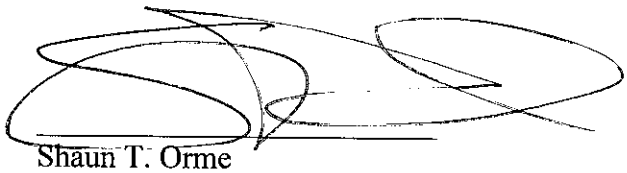
LISA M. DELGADO
Commission # 1686617
Notary Public - California
San Diego County
My Comm. Expires Aug 7, 2010

Notary Public

Certificate of Service

I, Shaun T. Orme, hereby certify that a copy of the foregoing **Agreed Order** was sent on this the 23rd day of December, 2009, by first class mail, to the following:

Robert Delgado
Authorized Representative
Tripoint Mortgage Group, Inc.
4645 Ruffner Street, Ste. M
San Diego, CA 92111-2249



Shaun T. Orme
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1025 Capital Center Drive
Suite 200
Frankfort, Kentucky 40601
502-573-3390 ext. 282 (phone)
502-573-2183 (facsimile)

Counsel for Complainant