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DEPT. OF FINANCIAL
INSTITUTIONS

ARIZONA DEPARTMENT OF FINANCIAL INSTITUTIONS

In the Matter of Mortgage Broker License of:

No. 09F-BD057-SBD

**SATUITO, LLC DBA SLC MORTGAGE
AND GEORGE P. SATUITO, PRESIDENT**
9160 East Bahia Drive, Suite 201
Scottsdale, Arizona 85260

CONSENT ORDER

Petitioner.

On February 2, 2009, the Arizona Department of Financial Institutions ("Department") issued an Order to Cease and Desist; Notice of Opportunity for Hearing and Consent to Entry of Order, alleging that Petitioners had violated Arizona law. Wishing to resolve this matter in lieu of an administrative hearing, Petitioners do not contest the following Findings of Fact and Conclusions of Law, and consent to the entry of the following Order.

FINDINGS OF FACT

1. Petitioner Satuito, LLC dba SLC Mortgage ("SLC") is an Arizona limited liability company that is authorized to transact business in Arizona as a mortgage broker (license number MB 0907180) within the meaning of A.R.S. §§ 6-901, *et seq.* The nature of SLC's business is that of a mortgage broker, within the meaning of A.R.S. § 6-901(6).

2. Petitioner George P. Satuito ("Mr. Satuito") is the President and Responsible Individual of SLC. Mr. Satuito is authorized to transact business in Arizona as a mortgage broker within the meaning of A.R.S. §§ 6-901, *et seq.*

3. Neither SLC nor Mr. Satuito are exempt from licensure as mortgage brokers within the meaning of A.R.S. § 6-902.

4. On or about July 18, 2007, the Department received Complaint #4012314 regarding claims for unpaid appraisal invoices totaling two thousand, four hundred fifty dollars (\$2,450.00).

5. On or about July 25, 2007, the Department sent a letter to Petitioners and requested a response to Complaint #4012314 be submitted within ten (10) days.

6. On or about August 13, 2007, the Department received Petitioners' response, which

1 stated, among other things, that the Complaint was resolved and that, “[t]wo of these invoices
2 totaling \$1,050.00 were loans that fell off. Collection efforts were initiated but loan officer ignored
3 our letter. The other \$500.00 was from a loan officer who has been paid but did not pay for the
4 appraisal and repeated collection efforts were made but simply ignored by the loan officer. Initially
5 we have mailed a check...and the balance we presented a payment arrangement with him over a
6 period of 4 months which he agreed.”

7 7. On or about October 1, 2007, the Department received a rebuttal letter from the
8 Complainant, stating, among other things, that he did receive the initial payment from SLC, and he
9 has not received any of the other remaining payments according to the payment arrangement
10 developed by SLC. In his rebuttal, the Complainant emphasized his collection efforts and stated that
11 he would no longer consider any payment arrangements with SLC due to their failure to comply and
12 their current default of the agreed upon payment arrangements.

13 8. On or about November 7, 2007, the Department unsuccessfully attempted to send a fax to
14 SLC regarding the status of Complaint #4012314.

15 9. On or about February 6, 2008, the Department sent another fax to SLC regarding the
16 status of Complaint #4012314.

17 10. On or about February 21, 2008, the Department received a response from SLC regarding
18 the status of Complaint #4012314. In this response, SLC disputed certain invoices, claiming that
19 policies were not followed, and claiming that they did not authorize any fees to be “collected via
20 close of escrow unless in an emergency situation where the borrower is short on funds...” SLC
21 stated it would only pay two of the six invoices totaling \$700.00. SLC further stated that they had
22 attempted to contact the Complainant and for various reasons could not reach the Complainant
23 regarding this matter.

24 11. On or about February 26, 2008, the Department sent SLC’s response to the Complainant
25 for review.

26 12. On or about June 18, 2008, the Department’s Senior Examiner, Lori Mann (“Ms. Mann”)

1 called the Complainant and inquired if he had received payment from SLC. Ms. Mann was advised
2 that SLC did not pay pursuant to the payment plan, SLC did not contact the Complainant, and the
3 Complainant ultimately collected payment through a claim against SLC's surety bond.

4 13. On or about June 18, 2008, Ms. Mann contacted SLC and spoke with Mr. Satuito. Mr.
5 Satuito confirmed that payment had not been made according to terms presented to the Complainant
6 and the Department. Mr. Satuito also admitted he had made a false promise or misrepresentation to
7 the Department as he had not attempted to mail a payment other than his initial payment at any time
8 to the Complainant. Moreover, when Ms. Mann asked Mr. Satuito why he failed to notify the
9 Department that payment was made by the surety bond regarding this Complaint, Mr. Satuito stated
10 that a representative called him regarding the claim and he disputed the claim on the telephone.
11 During this conversation, Mr. Satuito then advised the Department he did not feel that he had to "pay
12 twice" for the invoices. Ms. Mann requested that Mr. Satuito provide the Department with any
13 information from the bonding company as Mr. Satuito stated he knew that this claim had been made,
14 had been paid, and that he had concealed these facts from the Department.

15 14. On or about June 25, 2008, the Department received SLC's response regarding the
16 payment from the surety bond. In this response, Mr. Satuito stated that while he originally disputed
17 the payment of the bond during a telephone conversation with an unidentified representative of the
18 surety bond company, an employee in his office had authorized payment of the surety bond without
19 his approval. Mr. Satuito stated that he has requested an investigation into this matter because he is
20 the only one in the company who has the authority to authorize payment requests.

21 15. On or about July 9, 2008, the Department received a copy of Accredited Surety Bond's
22 payment dated January 29, 2008, payable to the Complainant in the amount of \$1,950.00.
23 Therefore, SLC knew or should have known that on or about January 29, 2008, the Complainant
24 received payment for unpaid appraisal invoices through Petitioners' surety bond.

25 16. On or about September 9, 2008, the Department mailed SLC a Formal Letter of Concern
26 regarding: (1) unpaid appraisal invoices; (2) failure to pay the appraisal invoices according to the

1 terms of the agreement; (3) concealment and failure to disclose to the Department that the invoices
2 were paid through SLC's surety bond; (4) SLC's dispute of the invoices; and (5) SLC's conflicting
3 written statements to the Department regarding this investigation. In its Formal Letter of Concern,
4 the Department required that, among other things, SLC provide the Department by September 23,
5 2008 with a detailed written plan to include all corrective measures that will ensure that SLC will
6 maintain compliance with all Arizona state mortgage broker statutes and rules. The Formal Letter of
7 Concern was returned by the United States Postal Service as "RETURN TO SENDER
8 ATTEMPTED - NOT KNOWN UNABLE TO FORWARD." On September 18, 2008, the
9 Department successfully faxed the Formal Letter of Concern to SLC.

10 17. On or about October 1, 2008, the Department sent a letter requesting a response to its
11 Formal Letter of Concern. As of December 16, 2008, SLC has not provided the Department with a
12 written corrective plan pursuant to the Formal Letter of Concern.

13 18. On March 5 and 16, 2009 the Department received Petitioners' requests for an informal
14 settlement conference and hearing to appeal the Cease and Desist Order.

15 **CONCLUSIONS OF LAW**

16 1. Pursuant to A.R.S. §§ 6-901, *et seq.*, the Superintendent has the authority and duty to
17 regulate all persons engaged in the mortgage broker business and with the enforcement of statutes,
18 rules, and regulations relating to mortgage brokers.

19 2. By the conduct set forth in the Findings of Fact, SLC and Mr. Satuito have violated
20 the following:

- 21 a. A.R.S. § 6-909(L), by making a false promise or misrepresentation or concealing an
22 essential or material fact in the course of the mortgage broker business; and
- 23 b. A.R.S. § 6-909(N), by engaging in illegal or improper business practices.

24 3. Petitioners' failure to timely respond to the Superintendent's request for information
25 constitutes a violation of A.R.S. § 6-123(3), which constitutes grounds to suspend or revoke
26 Petitioners' mortgage broker license pursuant to A.R.S. § 6-905(A).

1 George P. Satuito, President, their employees, agents, and other persons participating in the conduct
2 of the affairs of Satuito, LLC dba SLC Mortgage.

3 6. The provisions of this Order shall be binding upon Petitioners, and resolves the Order to
4 Cease and Desist, subject to compliance with the requirements of this Order. Should Petitioners fail
5 to comply with this Order, the Superintendent shall institute further disciplinary proceedings.

6 7. This Order shall become effective upon service, and shall remain effective and
7 enforceable until such time as, and except to the extent that, it shall be stayed, modified, terminated,
8 or set aside.

9 SO ORDERED this 12TH day of MAY, 2009.

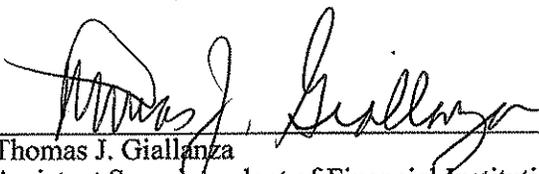
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Thomas J. Giallanza
Assistant Superintendent of Financial Institutions

15 **CONSENT TO ENTRY OF ORDER**

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1. Petitioners acknowledge that they has been served with a copy of the foregoing Findings of Fact, Conclusions of Law, and Order in the above-referenced matter, have read the same, are aware of their right to an administrative hearing in this matter, and have waived the same.

2. Petitioners admit the jurisdiction of the Superintendent and consent to the entry of the foregoing Findings of Fact, Conclusions of Law, and Order.

3. Petitioners state that no promise of any kind or nature has been made to induce them to consent to the entry of this Order, and that they have done so voluntarily.

4. Petitioners acknowledge that the acceptance of this Agreement by the Superintendent is solely to settle this matter and does not preclude this Department, any other agency or officer of this state or subdivision thereof from instituting other proceedings as may be appropriate now or in the future.

5. George P. Satuito, on behalf of Satuito, LLC dba SLC Mortgage and himself,

1 represents that he is the President, and that, as such, has been authorized by Satuito, LLC dba SLC
2 Mortgage to consent to the entry of this Order on its behalf.

3 6. Petitioners waive all rights to seek judicial review or otherwise to challenge or contest
4 the validity of this Consent Order.

5 DATED this 11 day of May, 2009.

6
7 
8 By _____
9 George P. Satuito, President
10 Satuito, LLC dba SLC Mortgage

11 ORIGINAL of the foregoing filed this 12th
12 day of May, 2009, in the office of:

13 Felecia A. Rotellini
14 Superintendent of Financial Institutions
15 Arizona Department of Financial Institutions
16 ATTN: Susan Longo
17 2910 N. 44th Street, Suite 310
18 Phoenix, AZ 85018

19 COPY mailed/delivered same date to:

20 Erin O. Gallagher
21 Assistant Attorney General
22 Office of the Attorney General
23 1275 West Washington
24 Phoenix, AZ 85007

25 Thomas Giallanza, Assistant Superintendent
26 Robert D. Charlton, Assistant Superintendent
Lori Mann, Senior Examiner
Arizona Department of Financial Institutions
2910 North 44th Street, Suite 310
Phoenix, AZ 85018

Satuito, LLC dba SLC Mortgage
Attn: George P. Satuito, President
6900 E. Princess Dr. 2104
Phoenix, AZ 85054
Petitioners

1 Satuito, LLC dba SLC Mortgage
Attn: George P. Satuito, President
2 6320 W. Union Hills, Bldg. A, Ste. 220
Glendale, AZ 85308
3 Petitioners

4 AND COPY MAILED SAME DATE by
Certified Mail, Return Receipt Requested, to:

5 Satuito, LLC dba SLC Mortgage
6 Attn: George P. Satuito, President
5403 W. Novak Way
7 Laveen, AZ 85339
Petitioners

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9 #426977; PHX-AGN-2009-0908

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