STATE OF OREGON
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES
DIVISION OF FINANCIAL REGULATION

In the Matter of: NICHOLAS AARON GONZALEZ, Respondent.	Case No. M-26-0017 FINAL ORDERS TO CEASE AND DESIST AND TO ASSESS CIVIL PENALTIES, AND CONSENT TO ENTRY OF ORDERS

The Director of the Department of Consumer and Business Services for the State of Oregon ("Director"), acting in accordance with Oregon Revised Statutes ("ORS") chapters 86A.095 to 86A.992 and the Oregon Administrative Rules ("OAR") promulgated under those statutes (the "Oregon Mortgage Lender Law"), conducted an investigation of Nicholas Aaron Gonzalez ("Respondent"), and determined that he violated certain provisions of Oregon Revised Statutes ("ORS").

Respondent wishes to resolve and settle this matter with the Director in order to avoid the expense and burden of litigation, for the purpose of compromise, and without admitting or denying the Director's Findings of Fact or Conclusions of Law stated herein. Now, therefore, as evidenced by the signature subscribed herein, Respondent hereby CONSENTS to the entry of this Order in order to settle and resolve the parties' dispute.

The Director makes the following Findings of Fact, Conclusions of Law, and Orders.

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FINDINGS OF FACT

The Director FINDS that:

1. Respondent, NMLS No. 1693491, is a resident of the State of Texas and has held a mortgage loan originator license with DFR since November 1, 2019. His business address is 6825 Manhattan Blvd, Suite 111, Fort Worth, TX 76120. In addition to his

Oregon license, Respondent also holds or has held licenses to originate loans in the states of California, Florida, and Texas.

2. On June 3, 2025, DFR received a complaint from an Oregon consumer, hereafter referred to as "AG," alleging that Respondent had committed a number of violations to the Oregon Mortgage Lender Law. AG alleged that she had applied for a mortgage loan on or about March 13, 2025 (the "Application") with Respondent and Stone Guard Lending Inc. ("Stone Guard"), NMLS No. 2477012, in order to pay off the amount owed on a land sale contract for her then-current residence, which was located in Winston, OR (the "Property"). Respondent is both employed by and has an ownership interest in Stone Guard.

3. Because of the nature of land sale contracts, AG did not actually hold title to the Property, and at the time that she applied for the loan with Respondent, she had already defaulted on the contract and was in danger of being evicted from the Property. Despite this, Respondent structured the loan with Stone Guard as a refinance loan rather than a purchase loan, and even after learning that AG was not on title to the property on or about March 27, 2025, he did not attempt to change the structure of the loan until the eve of closing.

4. On May 15, 2025, 90 minutes before the initial signing was scheduled to close the loan, Atlas Title Company[1] ("Atlas") informed Respondent that the loan could not close that evening, primarily because AG's Application instructed the property was to be vested to AG and her mother, as tenants in common, but current title to the Property was vested to the current owner, who was also the other party to the land sale contract (the "Owner"). This would have been the normal course under a purchase loan, but not one structured as a refinance loan. Respondent appeared to be surprised by this outcome, writing in an email

[1] Atlas Title Company is not licensed to sell insurance in Oregon, but it appears that the company was only acting as an escrow agent in this transaction and not as a title insurer.

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from the morning of May 16, "I don't understand how this is coming up now when we are clear to close? I thought we cleared this weeks ago with the purchase contract form 2021[2]" An escrow officer from Atlas explained that there had been some confusion about the fact that the property's owner would be completely removed from title. The confusion may have stemmed from a text message exchange between Respondent and AG on April 26, 2025. Respondent noted that the title situation with regards to AG's loan was "complicated because [the property is] still in [the owner's] name." AG responded by saying that the owner "may be willing in order to complete sell" [*sic*] to sign a quit claim deed removing himself from title. Respondent suggested that they could possibly restructure the loan so that only AG's mother would be "on the loan," which would presumably have dealt with other issues related to AG's credit, and might also solve some kind of title issue. AG added, "I can probably get [the Owner] to sign adding [AG's mother] if he knows will close [the sale of the property]." At no point in this text message conversation, however, did Respondent and AG agree upon a firm course of action.

5. DFR opened an investigation in response to AG's complaint, and directed several requests to for documents to Respondent pursuant to ORS 86A.233. Among those, DFR requested on July 3, 2025 that Respondent provide a copy of the "full loan file" related to AG's Application. Although Respondent provided some documents, one obvious omission was the lack of a title insurance policy, which emails between an escrow assistant with Atlas and a senior loan processor with Stone Guard, exchanged on or about April 15, 2025, would seem to indicate exists. Respondent's failure to provide a copy of a title insurance policy to DFR shows that either Respondent withheld it from DFR or the policy was never ordered in the first place.

6. DFR also directed several requests for explanations to certain events related to AG's Application to Respondent. Among these was an inquiry seeking to know why

[2] This is likely in reference to the land sale contract, which was executed on October 19, 2021.

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Respondent made a request to the Owner's attorney (without informing AG) that the Owner remain on title. Respondent's explained that taking this action was a last resort in order to obtain approval from the lender to fund AG's loan. But he went on to add: "Afterward, I learned that the real reason for the refusal was that [AG] had not made her contracted payments to [the Owner] for over a year and had not paid property taxes. None of those facts were disclosed to me during the origination period. That ultimately is the reason she lost her home—it had nothing to do with the loan or anything on our end." Respondent's attempt to deflect blame back to AG for the transaction's failure, whatever merits it may have, also included a false statement. Namely, Respondent knew well before closing that AG was in default on the land sale contract, as this fact was stated plainly in an April 25, 2025 letter to Respondent from the Owner's attorney.

CONCLUSIONS OF LAW

The Director CONCLUDES that:

7. Pursuant to ORS 86A.224(4)(a)(C), a person may not knowingly fail to produce records at the Director's request under ORS 86A.233.

8. Pursuant to ORS 86A.115(15), the Director may revoke a mortgage loan originator license and may take other actions authorized by the Oregon Mortgage Lender Law in lieu thereof or in addition thereto, against a licensee who demonstrated negligence or incompetence in performing any act for which the licensee is required to hold a license.

9. By failing to produce a title insurance policy at DFR's request, acting under the authority of the Director, Respondent knowingly violated ORS 86A.224(4)(a)(C). Alternatively, in the event that Respondent did not obtain a title insurance policy at all, Respondent violated ORS 86A.115(15) because failing to obtain a title insurance policy to cover defects in title to real property that is the subject of a loan prior to the date that the loan is scheduled to close demonstrates negligence, incompetence, or both on the part of a mortgage loan originator licensee.

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10. Pursuant to ORS 86A.224(4)(a)(F), a person may not knowingly make or file or cause to be made or filed with the director a statement, report or document that the person knows is false in a material respect or matter.

11. In reporting to DFR that he was not aware "during the origination period" that AG had been in default on the land sale contract, Respondent made a statement to DFR the he knew to be false in a material respect or matter, thereby violating ORS 86A.224(4)(a)(F).

12. Pursuant to ORS 86A.224(3), the Director may impose a civil penalty in an amount not to exceed $5,000 for each separate instance of a violation of or failure to comply with the provisions of ORS 86A.200 to 86A.239 or a rule or order the director adopted or issued under ORS 86A.200 to 86A.239.

13. Pursuant to ORS 86A.992(1), the Director may impose a civil penalty in an amount not to exceed $5,000 for each separate instance of a violation of or failure to comply with the provisions of ORS 86A.095 to 86A.198 or a rule or order the director adopted or issued under ORS 86A.095 to 86A.198.

14. Because the Director has reason to believe that Respondent has committed a knowing violation of ORS 86A.224(4)(a)(F) the Director may issue an order directed to Respondent to pay a civil penalty in an amount the Director determines under 86A.224(3).

15. Because the Director has reason to believe that Respondent has committed a knowing violation ORS 86A.224(4)(a)(C) or, alternatively, a violation of ORS 86A.115(15), the Director may issue an order directed to Respondent to pay a civil penalty in an amount the Director determines under ORS 86A.224(3) or ORS 86A.992(1), respectively.

16. Pursuant to ORS 86A.127(4), whenever the Director has reason to believe that any person has been engaged or is engaging or is about to engage in any violation of the Oregon Mortgage Lender Law, the Director may issue an order, directed to such person, to

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discontinue or desist from such violation or threatened violation.

17. Because the Director has reason to believe that Respondent has committed at least violations of ORS 86A.224(4)(a)(F), 86A.224(4)(a)(C), and/or 86A.115(15), the Director may issue an order directed to Respondent to discontinue or desist from those violations under ORS 86A.127(4).

ORDERS

The Director issues the following ORDERS:

18. Pursuant to the authority of ORS 86A.127(4), the Director hereby ORDERS Respondent to CEASE AND DESIST from violating ORS 86A.224(4)(a)(F), 86A.224(4)(a)(C), and/or 86A.115(15).

19. As authorized by ORS 86A.224(3), or alternatively, by ORS 86A.992(1), the Director hereby ORDERS that Respondent be subject to a CIVIL PENALTY of $1,000 as a result of his violations of ORS 86A.224(4)(a)(C) or alternatively, his violation of ORS 86A.115(15).

20. As authorized by ORS 86A.224(3), the Director hereby ORDERS that Respondent be subject to a CIVIL PENALTY of $1,000 as a result of his violation of ORS 86A.224(4)(a)(F).

21. The Director SUSPENDS payment of $1,000 of the CIVIL PENALTIES assessed in paragraphs 19-20, provided that Respondent complies with these conditions:

A. Pays the remaining $1,000 of the CIVIL PENALTIES assessed in paragraphs 19-20;

B. Respondent commits no further violations of Oregon Mortgage Lender Law; and

C. Respondent does not violate the terms of this Consent Order.

22. If Respondent satisfies the above conditions for a period of three years after the effective date of this Order, the Director shall waive the $1,000 suspended portion of the

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civil penalties. If Respondent fails to satisfy the above conditions during the three-year period following the date of this Order, however, the suspended portion of the civil penalties will become immediately due and owing.

23. Along with this Order, Respondent shall submit $1,000 to the Director as payment for the non-suspended civil penalties. Such payment shall be made at the time Respondent signs and returns this Consent Order to the Director.

24. This Order is a "Final Order" under ORS 183.310(6)(b). Subject to that provision, entry of this Order does not limit or prevent further remedies available to the Director under Oregon law to enforce this Order or take action for violations of this Order or of the Insurance Code not covered by this Order.

25. This Order is binding upon Respondent's successors and assigns.

SO ORDERED this 21st day of September, 2026.

SEAN E. O'DAY, Director
Department of Consumer and Business Services

/s/ Dorothy Bean
Dorothy Bean, Chief of Enforcement
Division of Financial Regulation

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CONSENT TO ENTRY OF ORDER

I, Nicholas Aaron Gonzalez, state that I have read the foregoing order and I know and fully understand the contents hereof. I have been advised of the right to a hearing and of the right to be represented by counsel in this matter. While I dispute the allegations and findings herein, I desire to resolve and settle this matter with the Director in the interest of compromise and without any admission of liability. I voluntarily, without any force or duress, consent to settlement of this dispute by entry of this order, expressly waiving any right to a hearing in this matter. I understand that the Director reserves the right to take further actions to enforce this order or to take appropriate actions upon the discovery of other violations of the Oregon Insurance Code or laws regulated under the Division's statutory authority, and I will fully comply with the terms and conditions stated herein.

I further understand that this consent order is a public document.

Dated this 16th day of September, 2026.

/s/ Nicholas Aaron Gonzalez
Nicholas Aaron Gonzalez

State of Texas

County of Tarrant

Signed or attested before me on this 16th day of September, 2026 by Nicholas Aaron Gonzalez.

/s/ Ana Christina Vasquez
Notary Public

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