

**STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION**



OFFICE OF FINANCIAL REGULATION,

Petitioner,

v.

**QUALITY FLORIDA GROUP, CORP.,
and
NORMAN A. QUINTERO, SR., as
Principal Representative of Quality Florida
Group, Corp.,**

Respondents,

and

**QUALITY FLORIDA GROUP, CORP.
Petitioner,**

v.

**OFFICE OF FINANCIAL REGULATION,
Respondent.**

and

**NORMAN A. QUINTERO, SR.,
Petitioner,**

v.

**OFFICE OF FINANCIAL REGULATION,
Respondent.**

DOAH Case No. 11-3770

**OFR Administrative Proceeding
Nos.: 3226-F-12/11
3226a-F-12/11**

(DOAH Case No. 12-341)

**OFR Administrative Proceeding
No.: 3036-F-4/11**

**OFR Administrative Proceeding
No.: 3036a-F-4/11**

FINAL ORDER

The State of Florida, Office of Financial Regulation (the "Office") and Quality Florida Group, Corp. ("QFG") and Norman A. Quintero, Sr. ("Quintero") (QFG and Quintero collectively referred to as "Respondents"), having entered into the Stipulation and Consent Agreement ("Agreement"), attached hereto, last dated October 4, 2012,

2012 resolving and concluding this matter, it is therefore

ORDERED:

1. The Agreement entered into by the Office and Respondents, attached hereto, is incorporated herein by reference as if set forth at length; and
2. The parties shall comply with the terms and conditions of the incorporated Agreement.

DONE AND ORDERED at Tallahassee, Leon County, Florida this 16th day of October, 2012.



Linda B. Charity, Interim Commissioner
Office of Financial Regulation

NOTICE OF RIGHT TO JUDICIAL REVIEW

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING THE ORIGINAL NOTICE OF APPEAL WITH THE AGENCY CLERK, OFFICE OF FINANCIAL REGULATION, LEGAL SERVICES OFFICE, P.O. BOX 8050, TALLAHASSEE, FLORIDA 32399-8050, AND A COPY, ACCOMPANIED BY FILING FEES PRESCRIBED BY SECTION 35.22, FLORIDA STATUTES, WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, 2000 DRAYTON DRIVE, TALLAHASSEE, FLORIDA 32399-0950, OR WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. THE NOTICE OF APPEAL MUST BE FILED WITHIN 30 DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order

was served by electronic mail to Norman Quintero at norman@qualityfloridagroup.com

on this the 17 day of October, 2012.



Monique Rolla, Esq.

Assistant General Counsel

Florida Bar No.: 42121

Office of Financial Regulation

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Tallahassee, FL 32399

850-410-9648

Fax 850-410-9914

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STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION



OFFICE OF FINANCIAL REGULATION,

DOAH Case No. 11-3770

Petitioner,

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Nos.: 3226-F-12/11

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**OFFICE OF FINANCIAL REGULATION,
Respondent.**

STIPULATION AND CONSENT AGREEMENT

The State of Florida, Office of Financial Regulation (the "Office"), and Quality Florida Group, Corp. ("QFG") and Norman A. Quintero, Sr. ("Quintero") (QFG and Quintero

collectively referred to as "Respondents"), in consideration of the mutual promises herein recite, stipulate, and agree as follows:

1. **BACKGROUND:** QFG held a correspondent mortgage lender license, No. CL0701092 and Quintero held an individual mortgage broker license, No. MB0820550; both expired on December 31, 2010. On December 31, 2010¹, QFG applied for a mortgage broker (company) license and Quintero applied for a loan originator license through the Nationwide Mortgage Licensing System ("NMLS"). On May 27, 2011, the Office issued a Notice of Intent to Deny Application for loan originator licensure to Quintero and a Notice of Intent to Deny Application for mortgage broker licensure to QFG, pursuant to Chapter 494, Florida Statutes. On December 21, 2011, the Office issued an Administrative Complaint and Notice of Rights to Respondents, alleging violations of Chapter 494, Florida Statutes. The Respondents timely submitted Petitions for Hearing denying the allegations of the Office, and the matters were referred to the Division of Administrative Hearings and consolidated into DOAH Case No. 11-3770.

2. **JURISDICTION:** The Office is the state agency charged with the administration and enforcement of Chapter 494, Florida Statutes, and the rules promulgated thereto. The Office has jurisdiction over the Respondents pursuant to Chapter 494, Florida Statutes.

3. **FINDINGS:** The Respondents neither admit nor deny the violations alleged in the Notice of Denial and Administrative Complaint, but agrees to withdraw the pending application for licensure and will not reapply for licensure as a Loan Originator or Mortgage Broker or serve as a control person of any entities under Chapter 494 for the period indicated in this agreement.

¹ Each Notice of Intent to Deny Application incorrectly stated the date of application as January 5, 2011.

4. **ENTRY AND EFFECT OF FINAL ORDER:** The Respondents consent to the entry of a Final Order adopting and incorporating this Stipulation by reference. The Office and the Respondents further consent and agree to comply with the provisions of the Final Order upon its entry. The Parties understand and agree that the form and terms of the Final Order are material terms of this Stipulation and Consent Agreement.

5. **CONSIDERATION:** The parties agree that the issues raised in this proceeding can be expeditiously resolved without the expense of litigation and a formal hearing. Therefore, in compromise and settlement of the matters contained herein, Respondents agree as follows:

(a.) **Cease and Desist.** Respondents agree to immediately cease and desist from any and all violations of Chapter 494, Florida Statutes, and the Office's rules promulgated thereunder and shall henceforth strictly comply with all provisions of Chapter 494, Florida Statutes and the rules promulgated thereto.

(b.) **Future Licensure.** Respondents agree not to apply for licensure under Chapter 494, Florida Statutes, with the Office and agree not to serve as control persons of any entities licensed or required to be licensed under Chapter 494, Florida Statutes, commencing with the date of entry of the Final Order incorporating this Stipulation and extending for twenty (20) years thereafter.

(c.) **Voluntary Withdrawal of Pending Applications:** The Respondents shall voluntarily withdraw their respective applications for mortgage broker and loan originator licenses on the NMLS, effective on the docket date of the Final Order adopting this Stipulation.

(d.) **Consumer Refunds:** The Respondents agree to provide refunds to those certain consumers who submitted complaints to the Office who are specifically identified below, within

sixty (60) days of the entry of the Final Order adopting this Stipulation. Such refunds shall be made pursuant to the procedures below:²

1. Respondents agree to provide refunds of monies in the specified amounts to the following eight (8) consumers who submitted complaints and who are specifically and solely subject to the refund provisions within paragraph 5(d)2. of this Stipulation. The consumers are identified by their initials, the Office's official complaint number assigned to each consumer, and the refund amounts accordingly due:

- i. W.A., Complaint #21109, \$900.00;
- ii. L.F., Complaint #20382, \$900.00;
- iii. J.C., Complaint #31818, \$450.00;
- iv. J.H. Complaint #22492, \$900.00;
- v. M.T., Complaint #25021, \$450;
- vi. F.R., Complaint #35142, \$450;
- vii. M.M., Complaint #34453, \$450.00; and
- viii. A.L., Complaint #34452, \$450.00.

2. Within sixty (60) days of the entry of the Final Order adopting this Stipulation, the Respondents shall provide the Office with proof of Respondents' refunds of monies to those consumers deemed entitled to a refund pursuant to paragraph 5(d)1. The Respondents' proof shall consist of i) a legible copy of Respondents' signed and dated letter correctly addressed to the consumer at his or her address as verified by the Office, along with a copy of the enclosed refund check specifically identified in the letter by check number and a corresponding certified mail return receipt tracking number; ii) a copy of the U.S. Postal Service certified mail PS Form 3800 with a postmark date stamped by the U.S. Postal Service identical to the date of the letter; and iii) a front and back copy of the certified mail return receipt returned from the Post Office containing the tracking number identical to the tracking number in the refund letter. In the event the

² The Office acknowledges that Respondents have provided the Office with proof Complaint #22494 by consumer I.M. received a refund on April 5, 2011 through civil litigation and settlement.

return receipt indicates that the refund letter was returned to the Respondents as undeliverable or refused, the Respondents shall, within ten (10) days of Respondents' receipt of the returned refund letter, notify the Office in writing and deposit as unclaimed property that addressee's refund monies with the Department of Financial Services, Bureau of Unclaimed Property, at which time the Respondents shall be relieved of any further refund obligations agreed to herein as to that addressee. Complaints not specifically enumerated above are not subject to this agreement.

6. **JOINT MOTION TO RELINQUISH JURISDICTION:** The parties agree that at the time this Agreement is fully executed, the parties will file a joint motion to relinquish jurisdiction from the Division of Administrative Hearings.

7. **WAIVER:** By the Respondents' consent to the entry of the Final Order with respect to this Stipulation, the Respondents knowingly and voluntarily waive:

- (a). any right to an administrative hearing provided by Chapter 120, Florida Statutes;
- (b). any requirement that the Office's Final Order contain separately stated Findings of Fact and Conclusions of Law or a Notice of Rights;
- (c). any right to issuance of a recommended order by an Administrative Law Judge from the Division of Administrative Hearings or a Hearing Officer from the Office; and
- (d). any and all rights to object to or challenge in any judicial proceeding, including but not limited to, an appeal pursuant to Section 120.68, Florida Statutes, any term, condition, obligation, or duty expressly created by the Final Order.

8. **RELEASES:** Upon full execution of this Agreement, Respondents waive and release the Office's agents and representatives, and employees from any and all causes of action

that Respondents may have arising from or relating to the subject matter hereof. The Office agrees to accept this release on behalf of itself, its agents, representatives and employees without acknowledging and expressly denying that any such cause or causes of action may exist.

9. **FAILURE TO COMPLY:** Respondents acknowledge, concur and stipulate that Respondents' intentional failure to comply with any of the terms, obligations and conditions of this Stipulation and Consent Agreement and the Final Order adopting same is a violation of the Stipulation and the Final Order entered pursuant to Chapters 120 & 494, Florida Statutes. Such non-compliance may result in the issuance of an emergency cease and desist order. However, nothing herein shall be construed to limit Respondents' right to contest any finding or determination of non-compliance.

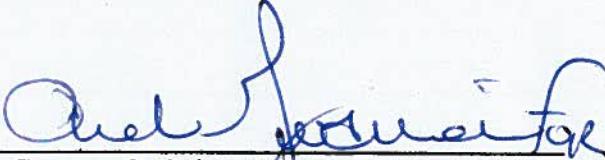
10. **ATTORNEY'S FEES:** Each party herein shall be solely responsible for its attorneys' fees and costs incurred up to and including entry of the Final Order in this matter.

11. **SEVERABILITY:** Each party herein agrees that if any provision of this Stipulation and Consent Agreement or the application thereof to any person or circumstance is invalid, the invalidity shall not affect other provisions of the Stipulation and Consent Agreement or the Final Order adopting it, which shall be given effect without the invalid provision(s), and to this end, the provisions of this Stipulation and Consent Agreement are severable.


WHEREFORE, the undersigned parties hereby acknowledge and agree to the terms and conditions of the foregoing Stipulation, subject to final approval by the Commissioner of the Office of Financial Regulation, by written consent on the last date executed below.

(This page is intentionally left blank with signatures appearing on page seven.)

OFFICE OF FINANCIAL REGULATION

By:  10/4/2012
Date
Gregory C. Oaks
Director, Division of Consumer Finance
Office of Financial Regulation

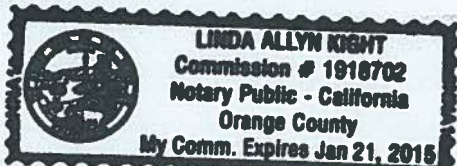
BY: QUALITY FLORIDA GROUP, CORP.
and NORMAN A. QUINTERO, SR. individually
and as President

By:  9/28/12
Date
Its: Pres CEO Individually
Signature
Title
Norman Quintero
Print Name

State of ~~Florida~~ California

County of Orange

Before me, the undersigned notary public, personally appeared Norman A. Quintero as President / CEO of Quality Florida Group, Corp., who upon being duly sworn, states that (s)he has read and understands the foregoing Stipulation and voluntarily signed same. Sworn to and subscribed before me this 28 day of September, 2012.




Notary Public

Personally Known OR Produced Identification ✓.

Type of Identification Produced FL Dr. Lic Q53662165.336 0