

1
2 **STATE OF WASHINGTON**
3 **DEPARTMENT OF FINANCIAL INSTITUTIONS**
4 **DIVISION OF CONSUMER SERVICES**

5 **IN THE MATTER OF DETERMINING**
6 Whether there has been a violation of the
7 Mortgage Broker Practices Act of Washington by:

NO. C-08-385-10-CO01

8 **ENVISION LENDING GROUP, INC. and**
9 **AMY L. ANDERSON, 51% Owner, President and**
10 **Designated Broker, and**
11 **JERRY W. ANDERSON, 49% Owner, CEO, and**
12 **Secretary,**

CONSENT ORDER

13 Respondents.

14 COMES NOW the Director of the Department of Financial Institutions (Director), through his designee
15 Deborah Bortner, Division Director, Division of Consumer Services, and Envision Lending Group, Inc.
16 (hereinafter Respondent Envision), Amy L. Anderson, owner, president and designated broker (hereinafter
17 Respondent Amy Anderson), and Jerry W. Anderson, owner, CEO, and secretary (hereinafter Respondent Jerry
18 Anderson) by and through their attorney Jon E. Waddoups, and finding that the issues raised in the above-
19 captioned matter may be economically and efficiently settled, agree to the entry of this Consent Order. This
20 Consent Order is entered pursuant to chapter 19.146 of Revised Code of Washington (RCW), and RCW 34.05.060
21 of the Administrative Procedure Act, based on the following:

22 **AGREEMENT AND ORDER**

23 The Department of Financial Institutions, Division of Consumer Services (Department) and Respondents
24 have agreed upon a basis for resolution of the matters alleged in Statement of Charges No. C-08-385-09-SC01
25 (Statement of Charges), entered March 17, 2009, (copy attached hereto). Pursuant to chapter 19.146 RCW, the
Mortgage Broker Practices Act (Act) and RCW 34.05.060 of the Administrative Procedure Act, Respondents
hereby agree to the Department's entry of this Consent Order and further agree that the issues raised in the above-

1 captioned matter may be economically and efficiently settled by entry of this Consent Order. The parties intend
2 this Consent Order to fully resolve the Statement of Charges and agree that Respondents do not admit any
3 wrongdoing by its entry. Respondents are agreeing not to contest the Statement of Charges in consideration of the
4 terms of this Consent Order.

5 Based upon the foregoing:

6 **A. Jurisdiction.** It is AGREED that the Department has jurisdiction over the subject matter of the
7 activities discussed herein.

8 **B. Waiver of Hearing.** It is AGREED that Respondents have been informed of the right to a hearing
9 before an administrative law judge, and hereby waive their right to a hearing and any and all administrative and
10 judicial review of the issues raised in this matter, or of the resolution reached herein. Accordingly, Respondents,
11 by their signatures, and the signature of their representative below, withdraw their appeal to the Office of
12 Administrative Hearings.

13 **C. No Admission of Liability.** The parties intend this Consent Order to fully resolve the Statement of
14 Charges and agree that Respondents do not admit to any wrongdoing by its entry.

15 **D. License Revocation.** It is AGREED that Respondent Envision's license to conduct the business of a
16 mortgage broker is revoked.

17 **E. Prohibition from Industry.** It is AGREED that Respondents are prohibited from participating in the
18 conduct of the affairs of any escrow agent, mortgage broker, money transmitter, consumer lender, and check
19 cashier or seller licensed by the Department or any person subject to licensure or regulation by the Department or
20 any mortgage broker exempt from Washington law under RCW 19.146.020 for 10 years from the date of entry of
21 this Consent Order in any capacity, including but not limited to: (1) any financial capacity whether active or
22 passive or (2) as an officer, director, principal, designated broker, employee, or loan originator or (3) any
23 management, control, oversight or maintenance of any trust account(s) in any way related to any residential
24

1 mortgage transaction or (4) receiving, disbursing, managing or controlling in any way, consumer trust funds in any
2 way related to any residential mortgage transaction.

3 **F. Application for License.** It is AGREED that Respondents shall not apply to the Department for any
4 license under any name for a period of 10 years from the date of entry of this Consent Order. It is further
5 AGREED that, should Respondents apply to the Department for any license under any name at any time later than
6 10 years from the date of entry of this Consent Order, Respondents shall be required to meet any and all
7 application requirements in effect at that time.

8 **G. Investigation Fee.** It is AGREED that Respondents shall pay to the Department an investigation fee
9 of \$1,344, in the form of a cashier's check made payable to the "Washington State Treasurer," upon entry of this
10 Consent Order.

11 **H. Examination Fee.** It is AGREED that Respondents shall pay to the Department an investigation fee
12 of \$7,133.55, in the form of a cashier's check made payable to the "Washington State Treasurer," upon entry of
13 this Consent Order. The investigation fee and examination fee may be paid with one cashier's check totaling
14 \$8,477.55.

15 **I. Authority to Execute Order.** It is AGREED that the undersigned have represented and warranted
16 that they have the full power and right to execute this Consent Order on behalf of the parties represented.

17 **J. Non-Compliance with Order.** It is AGREED that Respondents understand that failure to abide
18 by the terms and conditions of this Consent Order may result in further legal action by the Director. In the
19 event of such legal action, Respondents may be responsible to reimburse the Director for the cost incurred in
20 pursuing such action, including but not limited to, attorney fees.

21 **K. Voluntarily Entered.** It is AGREED that the undersigned Respondents have voluntarily entered into
22 this Consent Order, which is effective when signed by the Director's designee.

23 **L. Completely Read, Understood, and Agreed.** It is AGREED that Respondents have read this
24 Consent Order in its entirety and fully understand and agree to all of the same.

25

1 **RESPONDENTS:**

2 **Envision Lending Group, Inc.**

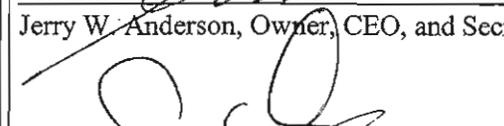
3 By:

4 
Amy L. Anderson, Owner, President, and Designated Broker

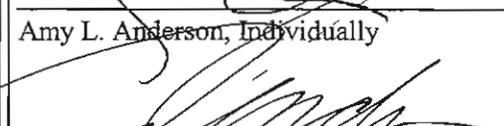
12/27/10
Date

5 
6 Jerry W. Anderson, Owner, CEO, and Secretary

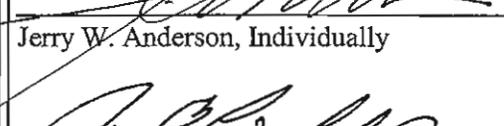
12/27/10
Date

7 
8 Amy L. Anderson, Individually

12/27/10
Date

9 
10 Jerry W. Anderson, Individually

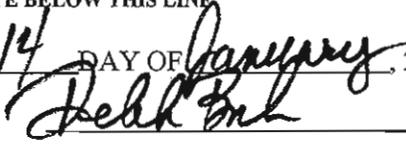
12/27/10
Date

11 
12 Jon E. Waddoups
13 Kirton & McConkie
Attorney for Respondents

12-28-10
Date

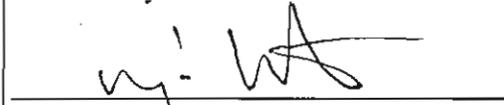
14 **DO NOT WRITE BELOW THIS LINE**

15 THIS ORDER ENTERED THIS 14 DAY OF January, 2010.



16 DEBORAH BORTNER
17 Director
18 Division of Consumer Services
Department of Financial Institutions

19 Presented by:

20 
21 WILLIAM HALSTEAD
Financial Legal Examiner

22 Approved by:

23 
24 JAMES R. BRUSSELBACK
Enforcement Chief



1
2
3
4
5
6
7
8
9

**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF CONSUMER SERVICES**

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Mortgage Broker Practices Act of Washington by:

ENVISION LENDING GROUP, INC. and
AMY L. ANDERSON, 51% Owner, President
and Designated Broker, and
JERRY W. ANDERSON, 49% Owner, CEO, and
Secretary,

Respondents.

NO. C-08-385-09-SC01

STATEMENT OF CHARGES and NOTICE OF
INTENTION TO ENTER AN ORDER TO REVOKE
OR SUSPEND LICENSES, PROHIBIT FROM
INDUSTRY, IMPOSE FINE, ORDER RESTITUTION
COLLECT EXAMINATION FEES, AND COLLECT
INVESTIGATION FEES

INTRODUCTION

Pursuant to RCW 19.146.220 and RCW 19.146.223, the Director of the Department of Financial Institutions of the State of Washington (Director) is responsible for the administration of chapter 19.146 RCW, the Mortgage Broker Practices Act (Act). After having conducted an investigation pursuant to RCW 19.146.235, and based upon the facts available as of the date of this document, the Director, through his designee, Division of Consumer Services Director Deborah Bortner, institutes this proceeding and finds as follows:

I. FACTUAL ALLEGATIONS

1.1 Respondents.

A. Envision Lending Group, Inc. (Respondent Envision) was licensed by the Department of Financial Institutions of the State of Washington (Department) to conduct business as a mortgage broker on February 16, 2005, and the license expired on December 31, 2008. Respondent Envision was licensed to conduct the business of a mortgage broker at 10813 S. Riverfront Parkway Ste 300, South Jordan, Utah.

B. Amy L. Anderson (Respondent Amy Anderson) is 51% Owner, President and Designated Broker for Respondent Envision. Respondent Amy Anderson was named Designated Broker of Respondent Envision on February 16, 2005. On January 1, 2007, Respondent Amy Anderson was issued a loan originator license which was effective through December 31, 2008.

1 **C. Jerry W. Anderson (Respondent Jerry Anderson)** is 49% Owner, Chief Executive Officer, and
2 Secretary for Respondent Envision. Respondent Jerry Anderson has not been licensed by the Department as a
3 loan originator.

4 **1.2 Examination.** On December 1, 2008, the Department conducted an examination of the records of
5 Respondent Envision. The Department's examination covered a time frame from November 1, 2006, through
6 October 31, 2008, and included the review of 36 loan files that were taken from a random sample of customer
7 files that were representative of Respondent Envision's portfolio. As a result of the examination, the
8 Department discovered violations of the Act as outlined below.

9 **1.3 Unlicensed Loan Originators.** Respondent Envision originated at least 5 Washington loans through at
10 least 5 loan originators that were not properly licensed with the Department when the mortgage applications
11 were accepted by Respondent Envision.

12 **1.4 Facilitating Unlicensed Activity.** Respondents employed a scheme to circumvent licensing for
13 unlicensed originators by selling the use of its licensing status. Respondents and licensed loan originators Cara
14 Lafferty, Robert Loveless, Marty Harris, Jeremy Kean, Leah Ronchetti, and Paul Staley, as well as unlicensed
15 loan originator Gordon Deboer, participated in the scheme. For a percentage of the loan fees, and a \$450 desk
16 fee, Respondents, and the previously listed licensed loan originators, accepted mortgages from unlicensed loan
17 originators and then switched the mortgage disclosures into Respondent Envision's name in order to present
18 valid licensure. Once the loan funded, Respondent Envision collected its fees and paid the remainder to the
19 unlicensed originators. The following is a list of loans that were accepted by Respondents by unlicensed loan
20 originators.

Unlicensed Co- Originator Name	Originator on Application	Borrower Name	Application Date
Banning, Evan	Lafferty, Cara	H.B.	7/16/08
Banning, Evan	Lafferty, Cara	J.M.	4/08/08
Broome, Brad Hintz, Brandon	Loveless, Robert	L.R.	4/15/08
Davenport, Kimberly	Lafferty, Cara	A.B.	7/11/08
Eastman, Zachary	Harris, Marty	V.P.	10/15/08

1	Eastman, Zachary Wilcox, Sarah	Harris, Marty	D.U.	6/05/08
2	Gantz, Eric	Kean, Jeremy	S.C.	7/07/08
3	Gantz, Eric	Kean, Jeremy	J.G.	7/24/08
4	Gunderson, Amy	Loveless, Robert	T.C.	5/02/08
5	Huff, Lynn	Lafferty, Cara	J.A.	6/19/08
6	Kalina, Karisti	Lafferty, Cara	R.R.	5/15/08
7	Lindsey, Tony	Deboer, Gordon	E.T.	4/17/08
8	Mitchell, Gene Beattie, Mike	Lafferty, Cara	J.L.	5/08/08
9	Nelson, John	Ronchetti, Leah	M.M.	8/28/08
10	Olsen, John	Harris, Marty	J.C.	7/28/08
11	Rojo, Scott	Lafferty, Cara	D.P.	7/23/08
12	Sebresos, Tyler	Harris, Marty	H.L.	6/13/08
13	Smith, Ken	Staley, Paul	D.E.	7/17/08
14	Smith, Ken	Staley, Paul	K.K.-J.	8/14/08
15	Torres, Alex Horch, Josh	Lafferty, Cara	D.S.	4/09/08
16	Walker, Travis Virba, Julie	Staley, Paul	R.D.	8/21/08

13 **1.5 Unlicensed Location.** Respondent Envision originated a residential mortgage loan from 1411 West
14 1250 South, Suite 300 in Orem, Utah. To date, Respondent Envision has never applied for, or received, a
15 license from the Department to conduct the business of a mortgage broker from this location.

16 **1.6 Unlicensed Processors.** Respondents utilized the services of 15 third-party processing companies who
17 are not licensed with the Department.

18 **1.7 No Written Explanation for Fee Increases.** Respondent Envision did not provide borrowers with a
19 written explanation for fee increases. Four borrowers received initial Good Faith Estimates (GFEs) from
20 Respondent Envision outlining its fees. When the fees, in the form of a Yield Spread Premium (YSP)
21 increased, the borrowers were provided subsequent GFEs; however, Respondent Envision did not provide the
22 borrowers with a written explanation for the increase in fees.

23 **1.8 Failing to Properly Identify Fees.** Respondent Envision did not specify in the GFE, on 19 loans, that
24 it was the recipient of processing, application, and administrative fees. While the GFEs disclosed the fees, the
25 GFE did not specify Respondent Envision was the recipient of the fees.

1 **1.9 Inaccurate and Incomplete Truth-In-Lending Disclosures.** Respondent Envision did not provide
2 accurate or complete Truth-In-Lending (TIL) disclosures to 13 borrowers when it either: a) failed to mark the
3 box identifying a variable rate feature, b) failed to accurately disclose the annual percentage rate (APR), finance
4 charge, and amount financed, or c) failed to complete the bottom section of the TIL which identifies the
5 existence of a prepayment penalty, security interest, assumption policy and late payment fee.

6 **1.10 Failure to Provide Notice of Right to Obtain Third-Party Reports.** Respondents were required to
7 provide loan applicants with a notice that informs them if they are not approved for a loan, they may obtain
8 copies of third-party reports (appraisal, title report, credit reports, etc.) within 5 days of making a written
9 request to the mortgage broker. The broker must provide the third-party reports to the loan applicants within 5
10 days of receiving a written request. Respondents did not provide 36 loan applicants with this notice. During
11 the examination, the Respondents indicated they were unaware of this disclosure requirement which is why all
12 36 loan files examined were missing this notice.

13 **1.11 Failure to Provide Trust Account Disclosures.** Respondents did not provide 36 borrowers with trust
14 account statements for third-party provider services. The statement is provided to inform borrowers that monies
15 they paid to a broker for third-party services are held in a trust account and any monies remaining after payment
16 to third-party providers will be refunded.

17 **1.12 Failure to Properly Disclose the Yield Spread Premium on the Good Faith Estimate.** Respondent
18 Envision improperly disclosed the YSP on GFEs provided to 17 borrowers by not describing the fee as a "yield
19 spread premium," listing the YSP somewhere other than the 800 series of the GFE, or by disclosing the YSP as
20 a percentage of the loan and not a dollar amount.

21 **1.13 Failure to Properly Display Loan Originator's License Number on Loan Applications.**

22 Respondents did not include the loan originator license numbers on 36 residential mortgage loan applications.

23 **1.14 Failure to Deliver or Complete Rate-Lock Disclosures.** Respondents did not deliver or complete
24 rate-lock disclosures to 34 borrowers which would provide the borrowers with information as to whether the
25 rate is locked, not locked, guaranteed, or subject to change. In addition, Respondents utilized a rate-lock

1 disclosure that does not comply with the Act by failing to state the rates are subject to change if the borrower
2 chooses the float option.

3 **1.15 Failing to Provide Rate-Lock Agreement.** Respondents did not deliver or complete a rate-lock
4 agreement after locking 25 borrowers' rates. In addition, Respondents utilized a rate-lock agreement that does
5 not comply with the Act by failing to identify whether lock-in fees are refundable and who is guaranteed the
6 lock.

7 **1.16 Failure to Provide One-Page Disclosure Summary.** Respondent Envision did not provide 4
8 borrowers with the one-page disclosure summary, identifying material aspects of residential mortgage loans,
9 within 3 business days of receiving a loan application.

10 **1.17 Failure to Properly Disclose Mortgage Broker Fee on Good Faith Estimates.** Respondent Envision
11 used line 801, as opposed to lines 808-811, of the GFE to disclose Respondent Envision's mortgage broker fee
12 for 28 borrowers.

13 **1.18 Failure to Disclose the Yield Spread Premium on the Good Faith Estimate.** Respondent Envision
14 did not disclose the YSP on the GFE to one borrower who was later charged a YSP in the amount of \$4,993.10.

15 **1.19 Examination Fees.** On January 6, 2009, the Department sent Respondent Envision an invoice for the
16 examination and travel expenses incurred by the Department to conduct the December 1, 2008 examination.
17 The amount due from Respondents totals \$7,133.55 which represents \$2,045.55 for travel expenses and \$5,088
18 for examination time. The invoice was due by February 5, 2009.

19 **1.20 On-Going Investigation.** The Department's investigation into the alleged violations of the Act by
20 Respondents continues to date.

21 II. GROUNDS FOR ENTRY OF ORDER

22 **2.1 Definition of Mortgage Broker.** Pursuant to RCW 19.146.010(12) and WAC 208-660-010(29),
23 "Mortgage Broker" means any person who, for compensation or gain, or in the expectation of compensation or
24 gain (a) makes a residential mortgage loan or assists a person in obtaining or applying to obtain a residential
25

1 mortgage loan or (b) holds himself or herself out as being able to make a residential mortgage loan or assist a
2 person in obtaining or applying to obtain a residential mortgage loan.

3 **2.2 Definition of Borrower.** Pursuant to RCW 19.146.010(2), a "Borrower" is defined as any person who
4 consults with or retains a mortgage broker or loan originator in an effort to obtain or seek advice or information
5 on obtaining or applying to obtain a residential mortgage loan for himself, herself, or persons including himself
6 or herself, regardless of whether the person actually obtains such a loan.

7 **2.3 Definition of Loan Originator.** Pursuant to RCW 19.146.010(10), "Loan originator" means a natural
8 person who (a) takes a residential mortgage loan application for a mortgage broker, or (b) offers or negotiates
9 terms of a mortgage loan, for direct or indirect compensation or gain, or in the expectation of direct or indirect
10 compensation or gain. "Loan originator" also includes a person who holds themselves out to the public as able
11 to perform any of these activities. "Loan originator" does not mean persons performing purely administrative or
12 clerical tasks for a mortgage broker. For the purposes of this subsection, "administrative or clerical tasks"
13 means the receipt, collection, and distribution of information common for the processing of a loan in the
14 mortgage industry and communication with a borrower to obtain information necessary for the processing of a
15 loan. A person who holds himself or herself out to the public as able to obtain a loan is not performing
16 administrative or clerical tasks.

17 **2.4 Requirement to Obtain Loan Originator License.** Based on the Factual Allegations set forth in
18 Section I above, Respondents are in apparent violation of RCW 19.146.200(1), WAC 208-660-155(1) and
19 WAC 208-660-155(9), for engaging in the business of a mortgage broker or loan originator without first
20 obtaining and maintaining a license pursuant to the Act and selling, assigning, loaning or giving a loan
21 originator license to another individual.

22 **2.5 Requirement to Obtain and Maintain Branch License.** Based on the Factual Allegations set forth in
23 Section I above, Respondents are in apparent violation of RCW 19.146.265 and WAC 208-660-195(1), for
24 engaging in the business of a mortgage broker from a fixed physical location without first obtaining and
25 maintaining a branch license for that fixed physical location under the Act.

1 **2.6 Prohibited Fees. Requirement to Disclose Residential Mortgage Loan Fees.** Based on the Factual
2 Allegations set forth in Section I above, Respondents are in apparent violation of RCW 19.146.030(1), (2), (3),
3 (4), and Regulation Z, 12 CFR, Section 226.18 for failing to provide borrowers with full written disclosures,
4 containing an itemization and explanation of all fees and costs that the borrowers were required to pay in
5 connection with obtaining a residential mortgage loan, within three days following receipt of a loan application
6 or any moneys from the borrowers and for failing to provide written confirmation of the terms of a lock-in
7 agreement, for charging fees inuring to the benefit of a mortgage broker in excess of the fees disclosed on the
8 initial written disclosures where the fees were reasonably foreseeable by the mortgage broker at the time the
9 initial written disclosures were provided to borrowers, and/or where the mortgage broker failed to provide the
10 borrowers, no less than three business days prior to the signing of the loan closing documents, a clear written
11 explanation of the fees and the reason for charging fees exceeding those which were previously disclosed.

12 **2.7 Prohibited Acts.** Based on the Factual Allegations set forth in Section I above, Respondents are in
13 apparent violation of RCW 19.146.0201(1), (2), (3), (6), (7), (11), (13) and (15) for directly or indirectly
14 employing a scheme, device or artifice to defraud or mislead borrowers or lenders or any person, engaging in an
15 unfair or deceptive practice toward any person, obtaining property by fraud or misrepresentation, failing to
16 make disclosures to loan applicants and non-institutional investors as required by RCW 19.146.030 and any
17 other applicable state or federal law, making, in any manner, any false or deceptive statement or representation
18 with regard to the rates, points, or other financing terms or conditions for a residential mortgage loan or
19 engaging in bait and switch advertising, failing to comply with any requirement of the Truth In Lending Act, 15
20 U.S.C. Sec. 1601 and Regulation Z, 12 C.F.R. Sec. 226, and the Real Estate Settlement Procedures Act, 12
21 U.S.C. Sec. 2601 and Regulation X, 24 C.F.R. Sec. 3500, for collecting, charging, attempting to collect or
22 charge or using or proposing any agreement purporting to collect or charge any fee prohibited by RCW
23 19.146.030 or RCW 19.146.070, and failing to comply with any provision of RCW 146.030 through 19.146.080
24 or any rule adopted under those sections.

25

1 **2.8 Requirement to Disclose Yield Spread Premiums.** Based on the Factual Allegations set forth in
2 Section I above, Respondents are in apparent violation of Regulation X, 24 CFR Section 3500, Appendix B, and
3 WAC 208-660-430(5)(a) for failing to properly disclose Yield Spread Premiums charged to borrowers on the
4 Good Faith Estimate.

5 **2.9 Requirement to Display Loan Originator's Number and Mortgage Broker's License Number.**
6 Based on the Factual Allegations set forth in Section I above, Respondents are in apparent violation of WAC
7 208-660-350 (26) and (27) for failing to disclose the loan originator's license number and mortgage broker's
8 license number when taking a residential mortgage loan application.

9 **2.10 Requirement to Provide One-Page Disclosure Summary.** Based on the Factual Allegations set forth
10 in Section I above, Respondents are in apparent violation of RCW 19.144.020(1) and (2) for failing to provide
11 borrowers with the one-page summary disclosure as adopted by the Department, within 3 business days
12 following receipt of a loan application.

13 **2.11 Requirement to Properly Disclose the Fees on Good Faith Estimate.** Based on the Factual
14 Allegations set forth in Section I above, Respondents are in apparent violation of Regulation X, 24 CFR Section
15 3500, Appendix A, and WAC 208-660-430(4) for failing to properly disclose mortgage broker fees on lines
16 808-811 of the Good Faith Estimate.

17 **2.12 Requirement to Disclose Yield Spread Premiums.** Based on the Factual Allegations set forth in
18 Section I above, Respondents are in apparent violation of Regulation X, 24 CFR Section 3500, Appendix B, and
19 WAC 208-660-430(5)(a) for failing to disclose Yield Spread Premiums charged to borrowers on the Good Faith
20 Estimate.

21 **III. AUTHORITY TO IMPOSE SANCTIONS**

22 **3.1 Authority to Revoke or Suspend License.** Pursuant to RCW 19.146.220(2)(b)(i), (ii), (iii) and (iv),
23 and WAC 208-660-160, the Director may revoke a license for any violation of RCW 19.146.050, RCW
24 19.146.060(3), RCW 19.146.020(1) through (9) or (12), RCW 19.146.205(4), or RCW 19.146.265.

25

1 **3.2 Authority to Prohibit from the Industry.** Pursuant to RCW 19.146.220(5)(a), the Director may issue
2 orders removing from office or prohibiting from participation in the conduct of the affairs of a licensed
3 mortgage broker, or both, any officer, principal, employee, or loan originator of any licensed mortgage broker
4 or any person subject to licensing under the Act for any violation of RCW 19.146.0201(1) through (9) or (13),
5 RCW 19.146.030 through RCW 19.146.080, RCW 19.146.200, RCW 19.146.205(4), or RCW 19.146.265.

6 **3.3 Authority to Impose Fine.** Pursuant to RCW 19.146.220(2)(c)(i) and (ii) and WAC 208-660-165, the
7 Director may impose fines on a licensee, employee or loan originator of the licensee, or other person subject to
8 the Act for any violations of RCW 19.146.0201(1) through (9) or (12), RCW 19.146.030 through RCW
9 19.146.080, RCW 19.146.200, RCW 19.146.205(4), or RCW 19.146.265, or failure to comply with a directive
10 or order of the Director.

11 **3.4 Authority to Order Restitution.** Pursuant to RCW 19.146.220(e) and WAC 208-660-430(14), the
12 Director may issue orders directing a licensee, its employee or loan originator, or other person subject to the Act to
13 pay restitution for any violation of the Act.

14 **3.5 Authority to Collect Examination and Investigation Fees.** Pursuant to RCW 19.146.228(2), WAC 208-
15 660-060(4) and WAC 208-660-061, upon completion of any examination or investigation of the books and records
16 of a licensee or other person subject to the Act, the Department will furnish to the licensee or other person subject to
17 the Act a billing to cover the cost of the investigation. The investigation charge will be calculated at the rate of \$48
18 per hour that each staff person devoted to the investigation.

19 //

20 //

21 //

22 //

23 //

24 //

25 //

1 **IV. NOTICE OF INTENTION TO ENTER ORDER**

2 Respondents' violations of the provisions of chapter 19.146 RCW and chapter 208-660 WAC, as set forth
3 in the above Factual Allegations, Grounds for Entry of Order, and Authority to Impose Sanctions, constitute a basis
4 for the entry of an Order under, RCW 19.146.220, RCW 19.146.221 and RCW 19.146.223. Therefore, it is the
5 Director's intention to ORDER that:

- 6 **4.1** Respondent Envision Lending Group, Inc's license to conduct the business of a mortgage broker be
7 revoked or suspended; and
- 8 **4.2** Respondent Envision Lending Group, Inc. be prohibited from participation in the conduct of the affairs of
9 any mortgage broker subject to licensure by the Director, in any manner, for a period of 5 years; and
- 10 **4.3** Respondent Amy L. Anderson's license to conduct the business of a loan originator be revoked or
11 suspended; and
- 12 **4.4** Respondent Amy L. Anderson be prohibited from participation in the conduct of the affairs of any
13 mortgage broker subject to licensure by the Director, in any manner, for a period of 5 years; and
- 14 **4.5** Respondent Jerry W. Anderson be prohibited from participation in the conduct of the affairs of any
15 mortgage broker subject to licensure by the Director, in any manner, for a period of 5 years; and
- 16 **4.6** Respondents Envision Lending Group, Inc, Amy L. Anderson and Jerry W. Anderson jointly and severally
17 pay a fine, which at the time of this document, totals \$72,000; and
- 18 **4.7** Respondents Envision Lending Group, Inc, Amy L. Anderson and Jerry W. Anderson jointly and severally
19 pay restitution to borrowers in an amount to be determined at hearing; and
- 20 **4.8** Respondents Envision Lending Group, Inc, Amy L. Anderson and Jerry W. Anderson jointly and severally
21 pay an investigation fee, which at the time of this document, totals \$1,344 calculated at \$48 for the 30 staff
22 hours devoted to the investigation; and
- 23 **4.9** Respondents Envision Lending Group, Inc, Amy L. Anderson and Jerry W. Anderson jointly and severally
24 pay an examination fee in the amount of \$7,133.55, plus accrued interest; and
- 25 **4.10** Respondents Envision Lending Group, Inc, Amy L. Anderson and Jerry W. Anderson maintain records in
compliance with the Act and provide the Department with the location of the books, records and other
information relating to Respondent Envision Lending Group, Inc's mortgage broker business, and the
name, address and telephone number of the individual responsible for maintenance of such records in
compliance with the Act.

//
//
//
//

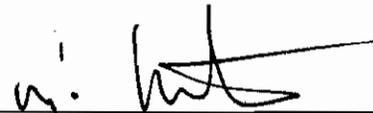
1 **V. AUTHORITY AND PROCEDURE**

2 This Statement of Charges and Notice of Intention to Enter an Order to Revoke or Suspend Licenses,
3 Prohibit from Industry, Impose Fine, Order Restitution, Collect Examination Fees, and Collect Investigation
4 Fees (Statement of Charges) is entered pursuant to the provisions of RCW 19.146.220, RCW 19.146.221, RCW
5 19.146.223 and RCW 19.146.230, and is subject to the provisions of chapter 34.05 RCW (The Administrative
6 Procedure Act). Respondents may make a written request for a hearing as set forth in the NOTICE OF
7 OPPORTUNITY TO DEFEND AND OPPORTUNITY FOR HEARING accompanying this Statement of
8 Charges.

9
10 Dated this 17th day of March, 2009.

11 
12 DEBORAH BORTNER
13 Director
14 Division of Consumer Services
15 Department of Financial Institutions

16 Presented by:

17 
18 WILLIAM HALSTEAD
19 Financial Legal Examiner



20 Approved by:

21 
22 JAMES R. BRUSSELBACK
23 Enforcement Chief