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

IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Escrow Agent Registration Act of Washington by:

NO. C-07-511-09-CO01

LYDIA JEAN EASTER,
Respondent.

CONSENT ORDER

COMES NOW the Director of the Department of Financial Institutions (Director), through his designee Deborah Bortner, Division Director, Division of Consumer Services, and Lydia Jean Easter (hereinafter Respondent), and finding that the issues raised in the above-captioned matter may be economically and efficiently settled, agree to the entry of this Consent Order. This Consent Order is entered pursuant to chapter 18.44 of Revised Code of Washington (RCW), and RCW 34.05.060 of the Administrative Procedure Act, based on the following:

AGREEMENT AND ORDER

The Department of Financial Institutions, Division of Consumer Services (Department) and Respondent have agreed upon a basis for resolution of the matters alleged in Statement of Charges No. C-07-511-08-SC02 (Statement of Charges), entered October 20, 2008, (copy attached hereto). Pursuant to chapter 18.44 RCW, the Escrow Agent Registration Act (Act) and RCW 34.05.060 of the Administrative Procedure Act, Respondent hereby agrees to the Department's entry of this Consent Order and further agrees that the issues raised in the above-captioned matter may be economically and efficiently settled by entry of this Consent Order. The parties intend this Consent Order to fully resolve the Statement of Charges.

Based upon the foregoing:

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

CONSENT ORDER
C-07-511-09-CO01
Lydia Jean Easter

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DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Consumer Services
150 Israel Rd SW
PO Box 41200
Olympia, WA 98504-1200
(360) 902-8703

1 **B. Waiver of Hearing.** It is AGREED that Respondent has been informed of the right to a hearing
2 before an administrative law judge, and that she hereby waives her right to a hearing and any and all
3 administrative and judicial review of the issues raised in this matter, or of the resolution reached herein.
4 Accordingly, Respondent agrees to withdraw her appeal and to inform the Office of Administrative Hearings in
5 writing of her withdrawal.

6 **C. Admissions of Facts.** It is AGREED that Respondent admits to all of the Factual Allegations
7 contained in paragraphs 1.1 and 1.3 of the attached Statement of Charges.

8 **D. Conclusions of Law.** It is AGREED that, based on the Admissions of Facts in paragraph C of this
9 Consent Order, Respondent violated RCW 18.44.301(1), (2), and (4).

10 **E. License Application Denial.** It is AGREED that Respondent's application for an Escrow Officer
11 license is denied.

12 **F. Prohibition from Industry.** It is AGREED that Respondent is prohibited from participating in the
13 conduct of the affairs of any escrow agent licensed by the Department or any escrow agent subject to licensure or
14 regulation by the Department for fifteen years from the date of entry of this Consent Order in any capacity,
15 including but not limited to: (1) any financial capacity whether active or passive, or (2) as an officer, director,
16 principal, escrow officer, designated escrow officer, or employee, or (3) any management, control, oversight or
17 maintenance of any trust account(s) in any way related to any escrow transaction, or (4) receiving, disbursing,
18 managing or controlling in any way, consumer funds in any way related to any escrow transaction.

19 **G. Application for License.** It is AGREED that Respondent shall not apply to the Department for any
20 license under any name for a period of fifteen years from the date of entry of this Consent Order. It is further
21 AGREED that, should Respondent apply to the Department for any license under any name at any time later than
22 fifteen years from the date of entry of this Consent Order, Respondent shall be required to meet any and all
23 application requirements in effect at that time.

1 **H. Declaration of Financial Condition and Confession of Judgment.** It is AGREED that Respondent
2 has provided the Department with a Declaration comprehensively describing her current financial condition and
3 representing her current inability to pay the investigation fee agreed to in Paragraph I of this Consent Order. It is
4 further AGREED that, based on this Declaration, the Department has accepted a Confession of Judgment from
5 Respondent for the investigation fee agreed to in Paragraph I of this Consent Order. A copy of this Confession of
6 Judgment is attached and incorporated into this Consent Order by this reference. Consistent with Chapter 4.60 of
7 the Revised Code of Washington, the Department may immediately seek entry of the judgment. Respondent shall,
8 upon the Department's request, fully and promptly cooperate with the Department in its efforts to get the judgment
9 entered by the superior court.

10 **I. Confession of Judgment for Investigation Fee.** It is AGREED that Respondent has entered into a
11 Confession of Judgment for an investigation fee in the amount of \$2,812.50 owed to the Department.

12 **J. Change of Address.** It is AGREED that for the duration of the period this Consent Order is in
13 effect, unless otherwise agreed to in writing by the Department and Respondent, Respondent shall provide the
14 Department with a mailing address and telephone number at which Respondent can be contacted and
15 Respondent shall notify the Department in writing of any changes to her mailing address or telephone number
16 within fifteen calendar days of such change.

17 **K. Complete Cooperation with the Department (Statements).** It is AGREED that Respondent shall
18 provide the Department truthful and complete sworn statements outlining her activities with respect to Omni
19 Closing Services, Inc. (Omni), and any and all persons involved or in any way associated with Omni, including but
20 not limited to owners, employees, independent contractors, agents, businesses and persons with whom Omni dealt,
21 communicated, or otherwise related. The "sworn statements" may take the form of affidavits, declarations, or
22 deposition testimony, at the Department's discretion. A failure to cooperate fully, truthfully and completely is a
23 breach of this Consent Order.

1 **L. Complete Cooperation with the Department.** In addition to providing sworn statements as
2 described in paragraph K of this Consent Order, it is AGREED that Respondent shall cooperate fully, truthfully
3 and completely with the Department and provide any and all information known to her relating in any manner to
4 Omni, and any and all persons involved or in any way associated with Omni, including but not limited to owners,
5 employees, independent contractors, agents, businesses and persons with whom Omni dealt, communicated, or
6 otherwise related. It is further AGREED that Respondent shall provide any and all documents, writings or
7 materials, or objects or things of any kind in her possession or under her care, custody, or control that she is
8 authorized to possess, obtain, or distribute relating directly or indirectly to all areas of inquiry and investigation. It
9 is further AGREED that Respondent shall testify fully, truthfully and completely at any and all proceedings
10 related to any Department investigation or enforcement action or both related to Omni and any Respondents
11 named therein. A failure to cooperate fully, truthfully and completely is a breach of this Consent Order.

12 **M. Non-Compliance with Order.** It is AGREED that Respondent understands that failure to abide
13 by the terms and conditions of this Consent Order may result in further legal action by the Director. In the
14 event of such legal action, Respondent may be responsible to reimburse the Director for the cost incurred in
15 pursuing such action, including but not limited to, attorney fees.

16 **N. Voluntarily Entered.** It is AGREED that the undersigned Respondent has voluntarily entered into
17 this Consent Order, which is effective when signed by the Director's designee.

18 **O. Completely Read, Understood, and Agreed.** It is AGREED that Respondent has read this Consent
19 Order in its entirety and fully understands and agrees to all of the same.

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1 **RESPONDENT:**

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3 Lydia Jean Easter
4 Lydia Jean Easter

4/20/09
Date

5 DO NOT WRITE BELOW THIS LINE

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THIS ORDER ENTERED THIS 28th DAY OF April, 2009.

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Deborah Bortner
DEBORAH BORTNER
Director
Division of Consumer Services
Department of Financial Institutions

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Presented by:

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Mark T. Olson

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MARK T. OLSON
Financial Examiner

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Approved by:

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James R. Brunelback
JAMES R. BRUSSELBACK
Enforcement Chief

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

IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Escrow Agent Registration Act of Washington by:

LYDIA JEAN EASTER,

Respondent.

NO. C-07-511-08-SC02

STATEMENT OF CHARGES and
NOTICE OF INTENTION TO ENTER AN
ORDER TO DENY LICENSE APPLICATION,
IMPOSE FINE, PROHIBIT FROM INDUSTRY,
AND COLLECT INVESTIGATION FEE

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INTRODUCTION

Pursuant to RCW 18.44.410, the Director of the Department of Financial Institutions (Director) is responsible for the administration of chapter 18.44 RCW, the Escrow Agent Registration Act (the Act). After having conducted an investigation pursuant to RCW 18.44.420 and WAC 208-680G-020, and based upon the facts available as of the date of this Statement of Charges, the Director, through his designee, Division of Consumer Services Director Deborah Bortner, institutes this proceeding and finds as follows:

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I. FACTUAL ALLEGATIONS

1.1 Respondent Lydia Jean Easter has been employed by Omni Closing Services, Inc. since at least August 2006. Respondent holds a Limited Practice Officer license, issued by the State of Washington Supreme Court. On or about May 6, 2008, the Department received an application for an Escrow Officer license from Respondent.

1.2 Omni Closing Services, Inc. (Omni) was licensed by the Department of Financial Institutions of the State of Washington (Department) to conduct business as an Escrow Agent on January 4, 2006 and continues to be licensed to date. Omni is located in Spokane, WA. On October 20, 2008, the Department issued Statement of Charges and Notice of Intention to Enter an Order to Revoke Licenses, Impose Fine, Prohibit from Industry, and Collect Investigation Fee C-07-511-08-SC01 against Omni and its two owners for alleged violations of the Act.

1 **1.3 Prohibited Practices.** In at least five escrow transactions, Respondent and Omni directly or indirectly
2 employed a scheme, device, or artifice to defraud or mislead lenders.

3 **A.** In or around October 2006, Respondent and Omni facilitated an escrow transaction for the
4 purchase of real property located at 4508 N. Dick Rd, Spokane, WA by Buyer 1 from Seller 1. In this transaction,
5 Buyer 1 obtained two residential mortgage loans totaling \$173,500, the full purchase price of the property.

- 6 • Respondent and Omni received a Purchase and Sale Agreement stating Seller 1 would contribute up to
7 \$3,000 toward Buyer 1's closing costs.
- 8 • Respondent and Omni received written instructions signed by Buyer 1 and Seller 1 stating:
 - 9 ○ If any written instructions necessary to close the transaction according to the parties' agreement are
10 given to the closing agent by anyone other than the parties or their attorneys, including but not
11 limited to lenders, such instructions are accepted and agreed to by the parties;
 - 12 ○ If the closing agent receives conflicting instructions or determines, for any reason, that it cannot
13 comply with these instructions by the date for closing specified in the parties' agreement or in any
14 written extension of that date, it shall notify the parties [and] request further instructions; and
 - 15 ○ Sale proceeds for the seller's account in the sum of \$173,500.00, to be disbursed according to the
16 settlement statement.
- 17 • Respondent and Omni received written instructions from the lender stating:
 - 18 ○ Seller concessions or contributions were not permitted unless authorized in writing by the lender;
 - 19 ○ Seller concessions or contributions were limited to the lesser of \$10,410 or the total of non-
20 recurring closing costs;
 - 21 ○ Respondent and Omni must provide the lender with an estimated and final HUD-1 Settlement
22 Statement (HUD-1) accurately reflecting all receipts and disbursements affecting the transaction; and
 - 23 ○ Respondent and Omni must contact the lender if they were unable to comply with the lender's
24 instructions for any reason or if they became aware that any party had provided false or incomplete
25 information or documentation to the lender or had concealed relevant information from the lender.
- Respondent and Omni received written instructions signed by Buyer 1 and Seller 1 to "pay \$22,000 out
of seller proceeds to the buyer for repairs and upgrades to the home." Respondent and Omni did not
disclose these instructions to the lender.

- 1 • Respondent and Omni provided the lender with a HUD-1 certified by Respondent as a “true and exact
- 2 copy of the original” which reflected a \$2,769.89 contribution from Seller 1 to Buyer 1, no cash to
- 3 Buyer 1 at closing, and \$83,647.52 to Seller 1 at closing.
- 4 • Omni’s escrow file contained a HUD-1 marked “amended final” which reflected contributions of
- 5 \$2,769.89 and \$22,000 from Seller 1 to Buyer 1, \$22,000 to Buyer 1 at closing, and \$61,897.52 to
- 6 Seller 1 at closing. Respondent and Omni did not provide this “amended final” HUD-1 to the lender.
- 7 • At closing, Respondent and Omni disbursed \$22,000 to Buyer 1 and \$61,897.52 to Seller 1.

8 **B.** In or around February 2007, Respondent and Omni facilitated an escrow transaction for the

9 purchase of real property located at 1824 W. York Ave, Spokane, WA (York property) by Matthew Van Hook

10 (MVH)¹ from Seller 2. In this transaction, MVH obtained a \$160,000 residential mortgage loan, the full purchase

11 price of the property.

- 12 • Respondent and Omni received a Purchase and Sale Agreement stating Seller 2 would contribute
- 13 \$5,000 toward MVH’s closing costs.
- 14 • Respondent and Omni received written instructions signed by MVH and Seller 2 stating:
 - 15 ○ If any written instructions necessary to close the transaction according to the parties’ agreement are
 - 16 given to the closing agent by anyone other than the parties or their attorneys, including but not
 - 17 limited to lenders, such instructions are accepted and agreed to by the parties;
 - 18 ○ If the closing agent receives conflicting instructions or determines, for any reason, that it cannot
 - 19 comply with these instructions by the date for closing specified in the parties’ agreement or in any
 - 20 written extension of that date, it shall notify the parties [and] request further instructions; and
 - 21 ○ Sale proceeds for the seller’s account in the sum of \$160,000.00, to be disbursed according to the
 - 22 settlement statement.
- 23 • Respondent and Omni received written instructions from the lender stating:
 - 24 ○ The loan must be closed per the sales contract;
 - 25 ○ The lender’s instructions took precedence over the sales contract and any deviations from the
 - lender’s instructions required written approval from the lender;

¹ Matthew Van Hook, Joshua Van Hook, and James Spargo were mortgage loan originators operating a branch location of a licensed mortgage broker at the time of the listed transactions and used Respondent and Omni as the closing agent on numerous residential mortgage loans they originated for themselves and other borrowers.

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- The maximum seller contribution was 3% of the sales price, not to exceed actual closing costs;
- MVH was not to receive more than \$500 at closing;
- MVH was not to receive more than his earnest money back;
- No cash allowances could be provided for the borrower on the sales contract and no cash allowances could be credited to the borrower on the HUD-1; and
- Respondent and Omni were to provide the lender with a certified HUD-1.
- Respondent and Omni received written instructions from Seller 2 to pay all of Seller 2's proceeds from the sale to "Joshua Van Hook/James Spargo." Respondent and Omni subsequently received written instructions from Seller 2 to "disregard the prior authorization for deposit." Respondent and Omni subsequently received written instructions from Seller 2 to "go ahead and let the funds go to [MVH]." Respondent and Omni subsequently received the address and bank account and bank routing numbers for American Investment Group from Joshua Van Hook (MVH's brother). Respondent and Omni did not disclose these instructions to the lender.
- Respondent and Omni provided the lender with a HUD-1 marked "approved" which reflected a \$1,086.72 contribution from Seller 2 to MVH, no cash to MVH at closing, and \$38,034.96 to Seller 2 at closing.
- At closing, Respondent and Omni disbursed \$36,377.57 to American Investment Group and no money to Seller 2. Omni's escrow file did not contain a HUD-1 reflecting these disbursements, and Respondent and Omni did not provide the lender with a HUD-1 reflecting these disbursements.
- On or about February 1, 2007, Respondent and Omni provided the lender with an "Occupancy Affidavit" and a Deed of Trust, both signed by MVH and notarized by Respondent. In these documents, MVH represented that he would be occupying the York property as his primary residence. Respondent and Omni were simultaneously facilitating an escrow transaction for MVH to purchase another property where MVH was representing to that lender that he would be occupying that property as his primary residence (see paragraph 1.3C).

1 C. In or around February 2007, Respondent and Omni facilitated an escrow transaction for the
2 purchase of real property located at 1523 E. 11th Ave, Spokane, WA (11th Ave property) by MVH from Seller 3. In
3 this transaction, MVH obtained a \$140,000 residential mortgage loan, the full purchase price of the property.

- 4 • Respondent and Omni received a Purchase and Sale Agreement stating Seller 3 would contribute 6%
5 of MVH's closing costs and an addendum to the purchase and sale agreement stating that the seller
6 contribution to MVH would not exceed \$3,500 or the actual closing costs.
- 7 • Respondent and Omni received written instructions signed by MVH and Seller 3 stating:
 - 8 ○ If any written instructions necessary to close the transaction according to the parties' agreement are
9 given to the closing agent by anyone other than the parties or their attorneys, including but not
10 limited to lenders, such instructions are accepted and agreed to by the parties;
 - 11 ○ If the closing agent receives conflicting instructions or determines, for any reason, that it cannot
12 comply with these instructions by the date for closing specified in the parties' agreement or in any
13 written extension of that date, it shall notify the parties [and] request further instructions; and
 - 14 ○ Sale proceeds for the seller's account in the sum of \$140,000.00, to be disbursed according to the
15 settlement statement.
- 16 • Omni's escrow file did not contain a copy of the lender's instructions.
- 17 • Respondent and Omni received a condition sheet from the lender including conditions that the seller
18 credit could not exceed 3% and the seller credit could not exceed the actual closing costs.
- 19 • Respondent and Omni received the address and bank account and bank routing numbers for American
20 Investment Group from Joshua Van Hook. Respondent and Omni subsequently received written
21 instructions signed by Seller 3 and MVH to pay \$10,000 of Seller 3's proceeds from the sale to Seller 3
22 and any proceeds above \$10,000 to MVH and American Investment Group outside of closing.
23 Respondent and Omni did not disclose these instructions to the lender.
- 24 • Respondent and Omni provided the lender with a HUD-1 which reflected a \$2,591.16 contribution
25 from Seller 3 to MVH, no cash to MVH at closing, and \$30,017.84 to Seller 3 at closing.
- Omni's escrow file contained a HUD-1 marked "amended final" which reflected a \$3,500 contribution
from Seller 3 to MVH, no cash to MVH at closing, \$10,000 to Seller 3 at closing, and \$18,850.43 to

1 “American Investment Group Agreement Disbursement” at closing. Respondent and Omni did not
2 provide this “amended final” HUD-1 to the lender.

- 3 • At closing, Respondent and Omni disbursed \$10,000 to Seller 3 and \$18,850.43 to American
4 Investment Group.
- 5 • On or about February 6, 2007, Respondent and Omni provided the lender with a Deed of Trust signed
6 by MVH and notarized by Respondent. In this document, MVH represented that he would be
7 occupying the 11th Ave property as his primary residence. Respondent and Omni were simultaneously
8 facilitating an escrow transaction for MVH to purchase another property where MVH was representing
9 to that lender that he would be occupying that property as his primary residence (see paragraph 1.3B).

10 **D.** In or around March 2007, Respondent and Omni facilitated an escrow transaction for the refinance
11 of a residential mortgage on real property located at 8324 N. Northview Ct, Spokane, WA (Northview property) for
12 Shannon Van Hook (SVH)². In this transaction, SVH obtained a \$495,000 residential mortgage loan.

- 13 • At closing, Respondent and Omni disbursed \$124,950.50 to SVH.
- 14 • On or about March 24, 2007, Respondent and Omni provided the lender with an “Occupancy
15 Agreement” and a Deed of Trust, both signed by SVH and the Deed of Trust notarized by Respondent.
16 In these documents, SVH represented that she would be occupying the Northview property as her
17 primary residence. Respondent and Omni were simultaneously facilitating an escrow transaction for
18 SVH to purchase another property where SVH was representing to that lender that she would be
19 occupying that property as her primary residence (see paragraph 1.3E).

20 **E.** In or around March 2007, Respondent and Omni facilitated an escrow transaction for the purchase
21 of real property located at 108 S. Government Way, Spokane, WA (Government Way property) by SVH from
22 Seller 4. In this transaction, SVH obtained a \$275,000 residential mortgage loan, the full purchase price of the
23 property.

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² Shannon Van Hook is married to Joshua Van Hook.

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- Respondent and Omni received a Purchase and Sale Agreement stating Seller 4 would not contribute any money toward SVH's closing costs and an addendum to the Purchase and Sale Agreement stating that the sales price was \$175,000, SVH was purchasing the property for \$275,000, and SVH was receiving \$100,000 for renovations. Respondent and Omni did not provide a copy of the addendum to the Purchase and Sale Agreement to the lender.
- Respondent and Omni received written instructions signed by SVH and Seller 4 stating:
 - If any written instructions necessary to close the transaction according to the parties' agreement are given to the closing agent by anyone other than the parties or their attorneys, including but not limited to lenders, such instructions are accepted and agreed to by the parties; and
 - If the closing agent receives conflicting instructions or determines, for any reason, that it cannot comply with these instructions by the date for closing specified in the parties' agreement or in any written extension of that date, it shall notify the parties [and] request further instructions.
- Respondent and Omni received written instructions from the lender stating: Respondent and Omni were required to provide the lender with a fully executed sales contract; the loan must be closed in accordance with the terms of the provided sales contract; the lender's instructions took precedence over the sales contract and any deviations from the lender's instructions required written approval from the lender; no cash allowances could be provided for the borrower on the sales contract and no cash allowances could be credited to the borrower on the HUD-1.
- Respondent and Omni received written instructions signed by Seller 4 to "disburse \$98,002.80 to American Investment Group per the Addendum of the Purchase and Sale Agreement." Respondent and Omni subsequently received written instructions from MVH to "wire our Investment funds to American Investment Group Spokane LLC...business checking account....Myself James and Josh are on the account." Respondent and Omni did not disclose these instructions to the lender.
- Respondent and Omni provided the lender with a HUD-1 marked "final" and "certified copy" and initialed by Respondent which reflected \$137.15 due from SVH at closing, \$165,638.98 to Seller 4 at closing, and \$98,002.80 to "American Investment Group Sellers Instructions" at closing.

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- At closing, Respondent and Omni disbursed \$165,638.98 to Seller 4 and \$98,002.80 to American Investment Group.
- On or about April 1, 2007, Respondent and Omni provided the lender with an "Occupancy Affidavit" and a Deed of Trust, both signed by SVH and notarized by Respondent. In these documents, SVH represented that she would be occupying the Government Way property as her primary residence. Respondent and Omni were simultaneously facilitating an escrow transaction for SVH to obtain a residential loan to refinance another property where SVH was representing to that lender that she would be occupying that property as her primary residence (see paragraph 1.3D).

1.4 On-Going Investigation: The Department's investigation into the alleged violations of the Act by Respondent continues to date.

II. GROUNDS FOR ENTRY OF ORDER

2.1 Prohibited Practices. Based on the Factual Allegations set forth in Section I above, Respondent is in apparent violation of:

- RCW 18.44.301(1) for directly or indirectly employing any scheme, device, or artifice to defraud or mislead borrowers or lenders or to defraud any person;
- RCW 18.44.301(2) for directly or indirectly engaging in any unfair or deceptive practice toward any person; and
- RCW 18.44.301(4) for knowingly making, publishing, or disseminating any false, deceptive, or misleading information in the conduct of the business of escrow, or relative to the business of escrow or relative to any person engaged therein.

1 **III. AUTHORITY TO IMPOSE SANCTIONS**

2 **3.1 Authority to Deny License Application.** Pursuant to RCW 18.44.430(1), the Director may deny the
3 license of any escrow agent or escrow officer if the Director finds that any partner, officer, director, controlling
4 person, or employee has committed any of the following acts or engaged in the following conduct:

- 5 • Violating any of the provisions of the Act or any lawful rules made by the Director pursuant
6 thereto. [RCW 18.44.430(1)(b)]
- 7 • Knowingly committing or being a party to, any material fraud, misrepresentation, concealment,
8 conspiracy, collusion, trick, scheme, or device whereby any other person lawfully relying upon the
9 word, representation, or conduct of the licensee or agent or any partner, officer, director, controlling
10 person, or employee acts to his or her injury or damage. [RCW 18.44.430(1)(d)]
- 11 • Committing acts or engaging in conduct that demonstrates the applicant or licensee to be
12 incompetent or untrustworthy, or a source of injury and loss to the public. [RCW 18.44.430(1)(i)]

13 **3.2 Authority to Impose Fines.** Pursuant to RCW 18.44.430(3) and WAC 208-680G-040(3), in addition to
14 or in lieu of license denial, the Director may impose a fine of up to \$100 per day for each day's violation of the Act
15 or rules adopted under the Act.

16 **3.3 Authority to Prohibit from the Industry** Pursuant to RCW 18.44.430(3), in addition to or in lieu of
17 license denial, the Director may prohibit from participation in the conduct of the affairs of a licensed escrow
18 agent, any officer, controlling person, director, employee, or licensed escrow officer.

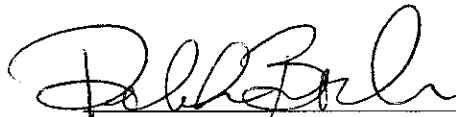
19 **3.4 Authority to Collect Investigation Fee.** Pursuant to RCW 18.44.410 and WAC 208-680G-050, the
20 expense of an investigation pursuant to WAC 208-680G-020 inside or outside this state shall be borne by the
21 person investigated.

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V. AUTHORITY AND PROCEDURE

This Statement of Charges and Notice of Intention to Enter an Order to Deny License Application, Impose Fine, Prohibit from Industry, and Collect Investigation Fee (Statement of Charges) is entered pursuant to the provisions of RCW 18.44.410 and RCW 18.44.430, and is subject to the provisions of chapter 34.05 RCW. Respondent may make a written request for a hearing as set forth in the NOTICE OF OPPORTUNITY TO DEFEND AND OPPORTUNITY FOR HEARING accompanying this Statement of Charges.

DATED this 20th day of October, 2008.



DEBORAH BORTNER
Director
Division of Consumer Services
Department of Financial Institutions

Presented by:



MARK T. OLSON
Financial Examiner

Approved by:



JAMES R. BRUSSELBACK
Enforcement Chief

