

# Terms Completed

## ORDER SUMMARY – Case Number: C-16-1903

Name(s): Advantage Title Company

\_\_\_\_\_

Order Number: C-16-1903-18-AG01

Effective Date: 4/26/18

License Number: N/A

License Effect: N/A

\_\_\_\_\_

Not Apply Until: N/A

Not Eligible Until: N/A

Prohibition/Ban Until: N/A

Investigation Costs	\$2,500	Due	Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date: 04/25/18
Financial Literacy & Education	\$30,000	Due	Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date: 04/25/18
Assessment(s)	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
Restitution	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
Judgment	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
Satisfaction of Judgment Filed?	<input type="checkbox"/> Y <input type="checkbox"/> N			
No. of Victims:				

Comments: \_\_\_\_\_

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

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IN THE MATTER OF DETERMINING:  
Whether there has been a violation of the  
Escrow Agent Registration Act of Washington by:  
  
Advantage Title Company,  
  
Respondent.

No. C-16-1903-18-AG01  
  
CONSENT AGREEMENT

COMES NOW the Director of the Department of Financial Institutions (Director), through her designee Charles E. Clark, Division Director, Division of Consumer Services, and Advantage Title Company (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 Agreement. This Consent Agreement is entered pursuant to Revised Code of Washington (RCW) 18.44, the Escrow Agent Registration Act (Act), and RCW 34.05.060 of the Administrative Procedure Act (APA), based on the following:

**AGREEMENT**

The Department and Respondent have agreed upon a basis for the resolution of the above-captioned matter. Pursuant to the Act and the APA, Respondent hereby agrees to the Department's entry of this Consent Agreement and further agrees that the issues raised in the above-captioned matter may be economically and efficiently settled by entry of this Consent Agreement.

Based upon the foregoing:

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

1           **B. Waiver of Hearing.** It is AGREED that Respondent has been informed of the right to a  
2 hearing before an administrative law judge, and hereby waives its 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  
4 herein.

5           **C. No Admission of Liability.** It is AGREED that Respondent neither admits nor denies  
6 any wrong doing by entry of this Consent Agreement.

7           **D. License Requirements.** It is AGREED that Respondent understands that a license under  
8 the Act is required to engage in business as an escrow agent by performing escrows or any of the  
9 functions of an escrow agent as described in RCW 18.44.011(7) within Washington State or with  
10 respect to transactions that involve personal property or real property located in Washington State  
11 unless Respondent meets an exception to the license requirement of the Act.

12           **E. Cessation of Activities.** The Department accepts Respondent's representation that  
13 following the Department's initial inquiry Respondent ceased engaging in business as an escrow  
14 agent by performing escrows or any of the functions of an escrow agent as described in RCW  
15 18.44.011(7) within Washington State or with respect to transactions that involve personal property  
16 or real property located in Washington State. The Department further acknowledges that Respondent  
17 subsequently obtained a Washington escrow agent license under an alternate business structure.

18           **F. Financial Literacy Payment.** Pursuant to RCW 18.44.413, the Director may accept  
19 payments to the Department for purposes of financial literacy and education programs authorized  
20 under RCW 43.320.150. Accordingly, in further compromise and in consideration of the additional  
21 terms set forth herein, it is AGREED that upon entry of this Consent Agreement Respondent shall  
22 pay \$30,000 to the Department for purposes of financial literacy and education programs. It is further  
23 AGREED that Respondent shall not advertise the Financial Literacy Payment.

1           **G. Investigation Fee.** It is AGREED that Respondent will pay the Department an  
2 Investigation Fee in the amount of \$2,500. The payment for financial literacy and Investigation Fee  
3 shall be paid in the form of a cashier’s check in the amount of \$32,500 payable to the “Washington  
4 State Treasurer.”

5           **H. Rights of Non-Parties.** It is AGREED that the Department does not represent or have the  
6 consent of any person or entity not a party to this Consent Agreement to take any action concerning  
7 their personal legal rights. It is further AGREED that for any person or entity not a party to this  
8 Consent Agreement, this Consent Agreement does not limit or create any private rights or remedies  
9 against Respondent, limit or create liability of Respondent, or limit or create defenses of Respondent  
10 to any claims.

11           **I. Authority to Execute Agreement.** It is AGREED that the undersigned has represented  
12 and warranted that the undersigned has the full power and right to execute this Consent Agreement  
13 on behalf of the party represented.

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

18           **K. Voluntarily Entered.** It is AGREED that Respondent has voluntarily entered into this  
19 Consent Agreement, which is effective when signed by the Director’s designee.

20           **L. Completely Read, Understood, and Agreed.** It is AGREED that Respondent’s  
21 representative has read this Consent Agreement in its entirety and fully understands and agrees to all  
22 of the same.

1 **M. Counterparts.** This Consent Agreement may be executed by the Respondent in any  
2 number of counterparts, including by facsimile or e-mail of a .pdf or similar file, each of which shall  
3 be deemed to be an original, but all of which, taken together, shall constitute one and the same  
4 Consent Agreement.

5 **RESPONDENT:**  
6 **Advantage Title Company**

7 By:

8 /s/ \_\_\_\_\_ 4/23/18 \_\_\_\_\_  
9 Jeffrey D. Sussman Date  
10 President

11 **Approved as to Form:**

12 /s/ \_\_\_\_\_ 4/23/18 \_\_\_\_\_  
13 J. Steven Lovejoy, Esq. Date  
14 Attorney at Law  
Shumaker Williams, P.C.  
Attorney for Respondent

15 **DO NOT WRITE BELOW THIS LINE**

16 THIS AGREEMENT ENTERED THIS 26<sup>th</sup> DAY OF April, 2018.

17  
18 /s/ \_\_\_\_\_  
19 CHARLES E. CLARK  
20 Director  
Division of Consumer Services  
Department of Financial Institutions

21 Presented by:

22 /s/ \_\_\_\_\_  
23 STEVEN C. SHERMAN  
Enforcement Chief