

## Terms Completed

### ORDER SUMMARY – Case Number: C-17-2131

**Name(s):** Christopher Unger; Pacific Equity Group, Inc.

**Order Number:** C-17-2131-18-AG01

**Effective Date:** 4/27/18

**License Number:** None.  
**Or NMLS Identifier [U/L]**

**License Effect:**

**Not Apply Until:** n/a

**Not Eligible Until:** n/a

**Prohibition/Ban Until:** n/a

<b>Investigation Costs</b>	\$1000	Due	Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date: 04/24/18
<b>Fine</b>	\$4000	Due	Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date: 04/24/18
<b>Assessment(s)</b>	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
<b>Restitution</b>	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
<b>Judgment</b>	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
<b>Satisfaction of Judgment Filed?</b>		<input type="checkbox"/> Y <input type="checkbox"/> N		
No. of Victims:				

**Comments:**

---



---



---



---



---



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

3 **B. Waiver of Hearing.** It is AGREED that Respondents hereby waive any right they have to a  
4 hearing and any and all administrative and judicial review of the issues raised in this matter or the  
5 resolution reached herein.

6 **C. No Admission of Liability.** The parties intend this Consent Agreement to fully resolve the  
7 matters alleged herein and agree that Respondents neither admit nor deny any wrongdoing by its  
8 entry.

9 **D. Escrow License Required.** Respondents AGREE that they understand that to perform any  
10 functions of an escrow agent within this state or with respect to transactions that involve personal  
11 property or real property located in this state a person must possess a valid license issued by the  
12 director pursuant to the Act or qualify for an exemption from the Act. Respondents further AGREE  
13 that they will not perform or cause to be performed any functions of an escrow agent within this state  
14 or with respect to transactions that involve personal property or real property located in this state until  
15 such time as the person performing such escrow functions possesses a valid license issued by the  
16 director pursuant to the Act or qualifies for an exemption from the Act.

17 **E. Fine.** It is AGREED that Respondents shall pay a fine to the Department in the amount of  
18 \$4,000 upon entry of this Consent Agreement.

19 **F. Investigation Fee.** It is AGREED that Respondents shall pay an investigation fee to the  
20 Department in the amount of \$1,000 upon entry of this Consent Agreement. The Fine and  
21 Investigation Fee shall be paid in the form of a cashier's check made payable to the "Washington  
22 State Treasurer" in the amount of \$5,000.

1 **G. Records Retention.** It is AGREED that Respondents, all officers, employees, and agents  
2 shall maintain records in compliance with the Act and provide the Director with the location of the  
3 books, records and other information relating to Respondents' escrow agent business, and the name,  
4 address, and telephone number of the individual responsible for maintenance of such records in  
5 compliance with the Act.

6 **H. Non-Compliance with Agreement.** It is AGREED that Respondents understand that failure  
7 to abide by the terms and conditions of this Consent Agreement may result in further legal action by  
8 the Director. In the event of such legal action, Respondents may be responsible to reimburse the  
9 Director for the cost incurred in pursuing such action, including but not limited to, attorney fees.

10 **I. Voluntarily Entered.** It is AGREED that Respondents have voluntarily entered into this  
11 Consent Agreement, which is effective when signed by the Director's designee.

12 **J. Completely Read, Understood, and Agreed.** It is AGREED that Respondents have read  
13 this Consent Agreement in its entirety and fully understand and agree to all of the same.

14 **K. Authority to Execute Agreement.** It is AGREED that Respondent Unger has represented  
15 and warranted that he has the full power and right to execute this Consent Agreement on behalf of  
16 Respondent Pacific Equity Group, Inc.

17  
18 **RESPONDENTS:**  
19 Pacific Equity Group, Inc.  
20 By:

21 /s/ \_\_\_\_\_  
22 Christopher E. Unger  
23 President

4/6/2018 \_\_\_\_\_  
Date

24 //

//

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

/s/  
Christopher E. Unger  
Individually

4/6/2018  
Date

APPROVED FOR ENTRY:  
By:

/s/  
C. Scott Kee, WSBA #28173  
Rodgers, Kee, Card, & Strophy  
Attorney for Respondents

6 APR 2018  
Date

DO NOT WRITE BELOW THIS LINE

THIS AGREEMENT ENTERED THIS 27<sup>th</sup> DAY OF April, 2018.

/s/  
CHARLES E. CLARK  
Director  
Division of Consumer Services  
Department of Financial Institutions

Presented by:

/s/  
STEVEN C. SHERMAN  
Enforcement Chief