

ORDER SUMMARY – Case Number: C-17-2132

Names: Melanie Anne Emery, Emery Law LLC

Order Number: C-17-2132-19-CO01

Effective Date: 3/13/19

NMLS Identifiers: U/L NMLS ID Emery: 1843834, Emery Law:1843837

License Effect: N/A (Unlicensed)

Not Apply Until: 3/13/2024

Not Eligible Until: 3/13/2024

Prohibition/Ban Until: 3/13/2024

Investigation Costs	\$5,366.40		Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date 3/11/2019
Fine	\$90,000.00	Due (Suspended)	Paid <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Date
Restitution	\$83,586.00	Due (Payments)	Paid <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Date
	No. of Victims:	28		

Comments: Respondents will make restitution payments to consumers every month until June 2021. \$90,000 fine is suspended conditional on compliance with terms of the Consent Order.

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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
Mortgage Broker Practices Act of Washington
by:

No.: C-17-2132-19-CO01

CONSENT ORDER AS TO EMERY LAW
LLC AND MELANIE ANNE EMERY

INTEGRITY PARTNERS LLC; TERRY
WALDEN, Principal of Integrity Partners LLC;
JESSICA WALDEN, Member of Integrity
Partners LLC; EMERY LAW LLC d/b/a Emery
Law; MELANIE ANNE EMERY, Member of
Emery Law LLC and Sole Proprietor of Emery
Law; BRUNTY LAW FIRM, INC. d/b/a Brunty
Law Firm; MARK A. BRUNTY, Officer of
Brunty Law Firm, Inc. and Sole Proprietor d/b/a
Brunty Law Firm; and ROBERT G. BACON,
Sole Proprietor d/b/a Bacon Law Firm,
Respondents.

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COMES NOW the Director of the Department of Financial Institutions (Director), through
her designee Charles E. Clark, Division Director, Division of Consumer Services, and Emery Law
LLC and Melanie Anne Emery (collectively Respondents Emery), and finding that the issues raised
in the above-captioned matter may be economically and efficiently settled solely as related to
Respondents Emery, agree to the entry of this Consent Order. This Consent Order is entered
pursuant to chapter 19.146 of the Revised Code of Washington (RCW), and RCW 34.05.060 of the
Administrative Procedure Act, based on the following:

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AGREEMENT AND ORDER

The Department of Financial Institutions, Division of Consumer Services (Department) and
Respondents Emery have agreed upon a basis for resolution of the matters alleged in Statement of
Charges No. C-17-2132-18-SC01 (Statement of Charges), entered July 26, 2018 (copy attached
hereto), solely as related to Respondents Emery. Pursuant to chapter 19.146 RCW, the Mortgage

1 Broker Practices Act (Act) and RCW 34.05.060 of the Administrative Procedure Act, Respondents
2 Emery hereby agree to the Department's entry of this Consent Order and further agree that the issues
3 raised in the above-captioned matter may be economically and efficiently settled by entry of this
4 Consent Order. The parties intend this Consent Order to fully resolve the Statement of Charges
5 solely as to Respondents Emery.

6 Based upon the foregoing:

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

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

14 **C. Cease and Desist.** Respondents Emery represent to the Department that they have ceased and
15 desisted from engaging in the business of a mortgage broker and loan originator and AGREE that
16 they will continue to cease and desist from engaging in the business of a mortgage broker or loan
17 originator until they obtain a mortgage broker or loan originator license as required by the Act.

18 **D. Prohibition from Industry.** It is AGREED that, for a period of five years from the date of
19 entry of this Consent Order, Respondents Emery are prohibited from participating, in any capacity, in
20 the conduct of the affairs of any mortgage broker or loan originator licensed by the Department or
21 subject to licensure or regulation by the Department.

22 **E. Application for License.** It is AGREED that, for a period of five years from the date of entry
23 of this Consent Order, Respondents Emery shall not apply to the Department for any license under
24 any name. It is further AGREED that, should Respondents Emery apply to the Department for any

1 license under any name at any time later than five years from the date of entry of this Consent Order,
2 such applicant shall be required to meet any and all application requirements in effect at that time.

3 **F. Restitution.** It is AGREED that Respondents Emery shall pay restitution to every consumer
4 listed in Appendix A in the amounts set forth in Appendix A. It is further AGREED that the
5 restitution shall be paid as follows:

6 1. **Joint and Several.** Respondents Emery shall pay restitution to each consumer listed in
7 Appendix A jointly and severally with any other person ordered by the Department to pay refunds or
8 restitution to consumers listed in Appendix A.

9 2. **Method of Payment.** Respondents Emery shall make each restitution payment in one
10 lump sum and in the form of a cashier's check mailed to the consumer's last known address.

11 Respondents Emery shall make each payment on or before the due date set forth in Appendix A.

12 Respondents Emery are permitted and encouraged to pay additional consumers if they are able to do
13 so.

14 3. **Unclaimed Property.** Between 90 and 120 days after mailing the final restitution
15 payment, Respondents Emery shall seek permission from the Washington State Department of
16 Revenue (DOR) to file an early unclaimed property report for any refund checks that were not
17 negotiated. Within 30 days of receiving DOR's permission to file an early unclaimed property report,
18 Respondents Emery shall file the unclaimed property report with DOR in accordance with chapter
19 63.29 RCW and its related rules. If DOR does not grant permission to file an early unclaimed
20 property report, Respondents Emery shall file the unclaimed property report as soon as permitted by
21 chapter 63.29 RCW and its related rules. Within 30 days of filing the unclaimed property report with
22 DOR, Respondents Emery shall provide the Department with a copy of the unclaimed property
23 report.

1 4. **Refund Reporting.** Within 10 days after mailing each restitution payment, Respondents
2 Emery shall provide to the Department a copy of the cashier's check mailed to the consumer.
3 Between 90 and 120 days after mailing the final restitution payment, Respondents Emery shall
4 provide to the Department copies of the front and back of each cancelled refund check and a copy of
5 the letter from Respondents Emery to DOR seeking permission to file an unclaimed property report
6 for those refund checks that were not negotiated. Within 30 days of receiving DOR's response,
7 Respondents Emery shall provide the Department with a copy of DOR's response. Within 30 days of
8 filing the unclaimed property report with DOR, Respondents Emery shall provide the Department
9 with a copy of the unclaimed property report.

10 **G. Fine.** It is AGREED that Respondents Emery shall pay a fine to the Department in the
11 amount of \$90,000.00. It is further AGREED that payment of the \$90,000.00 fine is STAYED
12 contingent on Respondents Emery's compliance with the terms of this Consent Order.

13 **H. Lifting of Stay.** It is AGREED that:

14 1. If the Department determines Respondents Emery have not complied with this Consent
15 Order, and seeks to lift the stay and impose the \$90,000.00 stayed fine, the Department will first
16 serve Respondents Emery with a written notice of noncompliance. The notice of noncompliance
17 will include:

- 18 a. A description of the alleged noncompliance;
- 19 b. A statement that the Department seeks to lift the stay and impose the stayed fine;
- 20 c. Notice that Respondents Emery can contest the allegations of noncompliance by
 either requesting an adjudicative hearing in writing or by submitting a written
 response to the allegations of noncompliance; and
- 21 d. Notice that the process for lifting the stay applies only to this Consent Order.

22 2. Respondents Emery will be afforded twenty business days from the date of service of
23 the notice of noncompliance to submit to the Department either a written request for an
24 adjudicative hearing or a written response to the allegations of noncompliance.

1 3. The scope and issues of the adjudicative hearing are limited solely to whether or not
2 Respondents have failed to comply with the terms of this Consent Order.

3 4. At the conclusion of the adjudicative hearing the Administrative Law Judge will issue
4 an initial decision. Either party may subsequently file a Petition for Review with the Director of
5 the Department.

6 5. In lieu of requesting an adjudicative hearing, within ten business days from the date of
7 service of the notice of noncompliance, Respondents Emery may submit to the Department a
8 written response to the allegations of noncompliance for consideration by the Department. The
9 response must include a waiver of the right to an adjudicative hearing, may address the allegations
10 of noncompliance, and may seek an alternative resolution to lifting the stay and imposing the
11 \$90,000.00 stayed fine.

12 **I. Rights of Non-Parties.** It is AGREED that the Department does not represent or have the
13 consent of any person or entity not a party to this Consent Order to take any action concerning their
14 personal legal rights. It is further AGREED that for any person or entity not a party to this Consent
15 Order, this Consent Order does not limit or create any private rights or remedies against Respondents
16 Emery, limit or create liability of Respondents Emery, or limit or create defenses of Respondents
17 Emery to any claims.

18 **J. Investigation Fee.** It is AGREED that Respondents Emery shall pay to the Department an
19 investigation fee of \$5,366.40, in the form of a cashier's check made payable to the "Washington
20 State Treasurer" provided to the Department with this Consent Order, signed and dated by
21 Respondents Emery.

22 **K. Change of Address.** It is AGREED that, for the period this Consent Order is in effect and
23 unless otherwise agreed to in writing by the Department, Respondents Emery shall provide the

1 Department with a mailing address and telephone number at which Respondents Emery can be
2 contacted and Respondents Emery shall notify the Department in writing of any changes to their
3 mailing address or telephone number within fifteen days of any such change.

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

9 **M. Authority to Execute Order.** It is AGREED that the undersigned have represented and
10 warranted that they have the full power and right to execute this Consent Order on behalf of the
11 parties represented.

12 **N. Voluntarily Entered.** It is AGREED that Respondents Emery have voluntarily entered into
13 this Consent Order, which is effective when signed by the Director's designee.

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

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1 **RESPONDENTS:**

2 Emery Law LLC

3 By:

4 /s/
Melanie Anne Emery
5 Member

2-21-19
Date

6 /s/
7 Melanie Anne Emery
8 Individually

2-21-19
Date

9 **DO NOT WRITE BELOW THIS LINE**

10 THIS ORDER ENTERED THIS 13th DAY OF March, 2019.

11
12 /s/
13 CHARLES E. CLARK
14 Director
15 Division of Consumer Services
16 Department of Financial Institutions

17 Presented by:

18 /s/
AMANDA J. HERNDON
19 Financial Legal Examiner

20 Approved by:

21 /s/
STEVEN C. SHERMAN
22 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
Mortgage Broker Practices Act of Washington by:

INTEGRITY PARTNERS LLC; TERRY
WALDEN, Principal of Integrity Partners LLC;
JESSICA WALDEN, Member of Integrity Partners
LLC; EMERY LAW LLC d/b/a Emery Law;
MELANIE ANNE EMERY, Member of Emery
Law LLC and Sole Proprietor of Emery Law;
BRUNTY LAW FIRM, INC. d/b/a Brunty Law
Firm; MARK A. BRUNTY, Officer of Brunty Law
Firm, Inc. and Sole Proprietor d/b/a Brunty Law
Firm; and ROBERT G. BACON, Sole Proprietor
d/b/a Bacon Law Firm,

Respondents.

No. C-17-2132-18-SC01

STATEMENT OF CHARGES and
NOTICE OF INTENT TO ENTER AN
ORDER TO CEASE AND DESIST
BUSINESS, PROHIBIT FROM
INDUSTRY, ORDER REFUNDS,
IMPOSE FINE, COLLECT
INVESTIGATION FEE, and RECOVER
COSTS AND EXPENSES

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 Statement of Charges, the Director, through her designee, Division of Consumer Services
Director Charles E. Clark, institutes this proceeding and finds as follows:

I. FACTUAL ALLEGATIONS

1.1 Respondents.

A. Respondent Integrity Partners LLC (Respondent Integrity) has never been
licensed by the Department of Financial Institutions of the State of Washington (Department) to
conduct business as a mortgage broker.

1 **B. Respondent Terry Walden** was a principal officer of Respondent Integrity.

2 Respondent Terry Walden has never been licensed by the Department to conduct business as a
3 mortgage broker or loan originator.

4 **C. Respondent Jessica Walden** was a member of Respondent Integrity. Respondent

5 Jessica Walden has never been licensed by the Department to conduct business as a mortgage
6 broker or loan originator.

7 **D. Respondent Emery Law LLC (Respondent Emery Law)** has never been licensed

8 by the Department to conduct business as a mortgage broker.

9 **E. Respondent Melanie Anne Emery (Respondent Emery)** is a member of

10 Respondent Emery Law. Alternatively, Respondent Emery is a sole proprietor doing business
11 as Emery Law. Respondent Emery has never been licensed by the Department to conduct
12 business as a mortgage broker or loan originator.

13 **F. Respondent Brunty Law Firm, Inc. d/b/a Brunty Law Firm (Respondent**

14 **Brunty Law)** has never been licensed by the Department to conduct business as a mortgage
15 broker.

16 **G. Respondent Mark A. Brunty (Respondent Brunty)** was an officer of Respondent

17 Brunty Law. Alternatively, Respondent Brunty was a sole proprietor doing business as Brunty
18 Law Firm. Respondent Brunty has never been licensed by the Department to conduct business
19 as a mortgage broker or loan originator.

20 **H. Respondent Robert G. Bacon (Respondent Bacon)** is a sole proprietor doing

21 business as Bacon Law Firm. Respondent Bacon has never been licensed by the Department to
22 conduct business as a mortgage broker or loan originator.

1 **1.2 Unlicensed Activity.**

2 **A. Respondents Integrity, Terry Walden, and Jessica Walden.** Between
3 approximately May 4, 2012, and September 9, 2016, Respondents Integrity, Terry Walden, and
4 Jessica Walden provided or offered to provide residential mortgage loan modification services to
5 Washington State consumers while Respondents Integrity, Terry Walden, and Jessica Walden
6 were not licensed by the Department to provide those services and while holding themselves out
7 as conducting business as Respondents Emery Law, Brunty Law, and Bacon. Lists of
8 Washington State consumers with whom Respondents Integrity, Terry Walden, and Jessica
9 Walden conducted business as a mortgage broker or loan originator, and the amount paid by each
10 consumer, is appended hereto in Appendices A through C and incorporated herein by reference.
11 Between at least August 8, 2012, and June 10, 2013, Respondents Integrity, Terry Walden, and
12 Jessica Walden also held out Respondent Integrity as able to offer residential mortgage loan
13 modification services to Washington consumers by advertising on Respondent Integrity's page at
14 www.facebook.com that Respondent Integrity provided such services.

15 **B. Respondents Emery Law and Emery.** Between approximately November 1,
16 2013, and September 9, 2016, Respondents Emery Law and Emery provided or offered to
17 provide residential mortgage loan modification services to Washington State consumers while
18 Respondents Emery Law and Emery were not licensed by the Department to provide those
19 services. A list of Washington State consumers with whom Respondents Emery Law and
20 Emery conducted business as a mortgage broker or loan originator, and the amount paid by each
21 consumer, is appended hereto as Appendix A and incorporated herein by reference.

22 **C. Respondents Brunty Law and Brunty.** Between approximately May 4, 2012, and
23 January 14, 2013, Respondents Brunty Law and Brunty provided or offered to provide
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1 residential mortgage loan modification services to Washington State consumers while
2 Respondents Brunty Law and Brunty were not licensed by the Department to provide those
3 services. A list of Washington State consumers with whom Respondents Brunty Law and
4 Brunty conducted business as a mortgage broker or loan originator, and the amount paid by
5 each consumer, is appended hereto as Appendix B and incorporated herein by reference.

6 **D. Respondent Bacon.** Between approximately December 10, 2012, and July 2, 2015,
7 Respondent Bacon provided or offered to provide residential mortgage loan modification
8 services to Washington State consumers while Respondent Bacon was not licensed by the
9 Department to provide those services. A list of Washington State consumers with whom
10 Respondent Bacon conducted business as a mortgage broker or loan originator, and the amount
11 paid by each consumer, is appended hereto as Appendix C and incorporated herein by reference.

12 **1.3 Misrepresentations and Omissions.** Respondents represented that they were lawfully
13 able to provide the residential mortgage loan modification services or omitted disclosing that
14 they were not lawfully able to provide those services.

15 **1.4 On-Going Investigation.** The Department's investigation into the alleged violations of
16 the Act by Respondents continues to date.

17 **II. GROUNDS FOR ENTRY OF ORDER**

18 **2.1 Mortgage Broker Defined.** Pursuant to RCW 19.146.010(14), "Mortgage broker"
19 means any person who for direct or indirect compensation or gain, or in the expectation of direct
20 or indirect compensation or gain (a) assists a person in obtaining or applying to obtain a
21 residential mortgage loan or performs residential mortgage loan modification services or (b)
22 holds himself or herself out as being able to assist a person in obtaining or applying to obtain a
23 residential mortgage loan or provide residential mortgage loan modification services.

1 **2.2 Loan Originator Defined.** Pursuant to RCW 19.146.010(11)(b), "Loan originator"
2 means a natural person who for direct or indirect compensation or gain or in the expectation of
3 direct or indirect compensation or gain performs residential mortgage loan modification
4 services or holds himself or herself out as being able to perform residential mortgage loan
5 modification services.

6 **2.3 Prohibited Acts.** Based on the Factual Allegations set forth in Section I above,
7 Respondents are in apparent violation of RCW 19.146.0201(2) and (3) for engaging in an unfair
8 or deceptive practice toward any person and obtaining property by fraud or misrepresentation.

9 **2.4 Requirement to Obtain and Maintain Mortgage Broker License.** Based on the
10 Factual Allegations set forth in Section I above, Respondents are in apparent violation of RCW
11 19.146.200(1) for engaging in the business of a mortgage broker for Washington residents or
12 property without first obtaining a license to do so.

13 **2.5 Requirement to Obtain and Maintain Loan Originator License.** Based on the Factual
14 Allegations set forth in Section I above, Respondents are in apparent violation of RCW
15 19.146.200(1) for engaging in the business of a loan originator without first obtaining and
16 maintaining a license.

17 **2.6 Prohibition against Taking Advance Fees.** Based on the Factual Allegations set forth
18 in Section I above, Respondents are in apparent violation of RCW 19.146.0201(11) and 12 C.F.R.
19 § 1015.5 for taking advance fees for loan modification services.

20 III. AUTHORITY TO IMPOSE SANCTIONS

21 **3.1 Authority to Issue an Order to Cease and Desist.** Pursuant to RCW 19.146.220(3),
22 the Director may issue orders directing any person subject to the Act to cease and desist from
23 conducting business.

1 **3.2 Authority to Prohibit from Industry.** Pursuant to RCW 19.146.220(4), the Director
2 may issue orders prohibiting from participation in the conduct of the affairs of a licensed
3 mortgage broker any person subject to licensing under the Act for any violation of the Act.

4 **3.3 Authority to Order Refunds.** Pursuant to RCW 19.146.220(2), the Director may order
5 refunds against any person subject to the Act for any violation of the Act.

6 **3.4 Authority to Impose Fine.** Pursuant to RCW 19.146.220(2), the Director may impose
7 fines against any person subject to the Act for any violation of the Act.

8 **3.5 Authority to Collect Investigation Fee.** Pursuant to RCW 19.146.228(2) and WAC
9 208-660-550(4)(a), the Department will charge \$48 per hour for an examiner's time devoted to
10 an investigation of any person subject to the Act.

11 **3.6 Authority to Recover Costs and Expenses.** Pursuant to RCW 19.146.221(2), the
12 Director may recover the state's costs and expenses for prosecuting violations of the Act.

13 **IV. NOTICE OF INTENT TO ENTER ORDER**

14 Respondents' violations of the provisions of chapter 19.146 RCW and chapter 208-660
15 WAC, as set forth above constitute a basis for the entry of an Order under RCW 19.146.220,
16 RCW 19.146.221, and RCW 19.146.223. Therefore, it is the Director's intent to ORDER that:

17 **4.1** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; Emery Law
18 LLC; Melanie Anne Emery; Brunty Law Firm, Inc.; Mark A. Brunty; and Robert
19 G. Bacon cease and desist engaging in the business of a mortgage broker or loan
originator.

20 **4.2** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; Emery Law
21 LLC; Melanie Anne Emery; Brunty Law Firm, Inc.; Mark A. Brunty; and Robert
22 G. Bacon be prohibited from participation, in any manner, in the conduct of the
affairs of any mortgage broker subject to licensure by the Director for a period of
five years.

23 **4.3** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; Emery
24 Law; and Melanie Anne Emery jointly and severally pay refunds to the
consumers identified Appendix A in the amount set forth therein, and that

1 Respondents jointly and severally pay refunds to each consumer with whom
2 Respondents Emery Law or Melanie Anne Emery entered into a contract for
3 residential mortgage loan modification services related to real property or
4 consumers located in the Washington State equal to the amount collected from
5 each consumer for those services in an amount to be determined at hearing.

4 **4.4** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; Brunty Law
5 Firm, Inc.; and Mark A. Brunty jointly and severally pay refunds to the
6 consumers identified Appendix B in the amount set forth therein, and that
7 Respondents jointly and severally pay refunds to each consumer with whom
8 Respondents Brunty Law Firm, Inc. or Mark A. Brunty entered into a contract
9 for residential mortgage loan modification services related to real property or
10 consumers located in the Washington State equal to the amount collected from
11 each consumer for those services in an amount to be determined at hearing.

8 **4.5** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; and Robert
9 G. Bacon jointly and severally pay refunds to the consumers identified Appendix
10 C in the amount set forth therein, and that Respondents jointly and severally pay
11 refunds to each consumer with whom Respondent Robert G. Bacon entered into
12 a contract for residential mortgage loan modification services related to real
13 property or consumers located in the Washington State equal to the amount
14 collected from each consumer for those services in an amount to be determined
15 at hearing.

13 **4.6** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; Emery
14 Law; and Melanie Anne Emery jointly and severally pay a fine, which as of the
15 date of this Statement of Charges totals \$87,000.00.

15 **4.7** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; Brunty Law
16 Firm, Inc.; and Mark A. Brunty jointly and severally pay a fine, which as of the
17 date of this Statement of Charges totals \$27,000.00.

17 **4.8** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; and Robert
18 G. Bacon a fine, which as of the date of this Statement of Charges totals
19 \$51,000.00.

19 **4.9** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; Emery Law
20 LLC; Melanie Anne Emery; Brunty Law Firm, Inc.; Mark A. Brunty; and Robert
21 G. Bacon jointly and severally pay an investigation fee, which as of the date of
22 this Statement of Charges totals \$5,366.40.

21 **4.10** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; Emery Law
22 LLC; Melanie Anne Emery; Brunty Law Firm, Inc.; Mark A. Brunty; and Robert
23 G. Bacon maintain records in compliance with the Act and provide the
24 Department with the location of the books, records and other information relating
to Respondents' provision of residential mortgage loan modification services in

1 Washington, and the name, address and telephone number of the individual
2 responsible for maintenance of such records in compliance with the Act.

3 **4.11** Respondents Integrity Partners LLC; Terry Walden; Jessica Walden; Emery Law
4 LLC; Melanie Anne Emery; Brunty Law Firm, Inc.; Mark A. Brunty; and Robert
5 G. Bacon pay the Department's costs and expenses for prosecuting violations of
6 the Act in an amount to be determined at hearing or by Declaration with
7 supporting documentation in event of default by any Respondents.

8 **V. AUTHORITY AND PROCEDURE**

9 This Statement of Charges is entered pursuant to the provisions of RCW 19.146.220,
10 RCW 19.146.221, RCW 19.146.223, and RCW 19.146.230, and is subject to the provisions of
11 chapter 34.05 RCW (The Administrative Procedure Act). Respondents may make a written
12 request for a hearing as set forth in the NOTICE OF OPPORTUNITY FOR ADJUDICATIVE
13 HEARING AND TO DEFEND accompanying this Statement of Charges.

14 Dated this 26th day of July, 2018.

15 /s/
16 CHARLES E. CLARK
17 Director, Division of Consumer Services
18 Department of Financial Institutions

19 Presented by:

20 /s/
21 AMANDA J. HERNDON
22 Financial Legal Examiner

23 Approved by:

24 /s/
25 STEVEN C. SHERMAN
26 Enforcement Chief