

## Terms Completed

### ORDER SUMMARY – Case Number: C-19-2587

**Name(s):** Jeffrey Mark Pont

**Order Number:** C-19-2587-19-CO01

**Effective Date:** 9/30/2019

**License Number:** 244524

**License Effect:** N/A

**Not Apply Until:** N/A

**Not Eligible Until:** N/A

**Prohibition/Ban Until:** N/A

<b>Investigation Costs</b>	\$745.20		Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date 9/17/19
<b>Fine</b>	\$5,000	Due	Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date 9/17/19
<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>Financial Literacy and Education</b>	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
<b>Cost of Prosecution</b>	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
No. of Victims:				

**Comments:**

**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:

INTERSTATE MORTGAGE SERVICE, INC.,  
NMLS # 37053; RYAN JAMES INGRAM, CEO,  
Owner, Designated Broker, and Mortgage Loan  
Originator, NMLS # 89235; and JEFFREY  
MARK PONT, Mortgage Loan Originator,  
NMLS # 244524,

Respondents.

No.: C-19-2587-19-CO01

CONSENT ORDER RE:

JEFFREY MARK PONT

COMES NOW the Director of the Department of Financial Institutions (Director), through his designee Richard St. Onge, Division of Consumer Services, Acting Division Director, and Jeffrey Mark Pont, Mortgage Loan Originator (Respondent Pont), 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 19.146 of the Revised Code of Washington (RCW), and RCW 34.05.060 of the Administrative Procedure Act, based upon the following:

**AGREEMENT AND ORDER**

The Department of Financial Institutions, Division of Consumer Services (Department) and Respondent Pont have agreed upon a basis for resolution of the matters alleged in Statement of Charges No. C-19-2587-19-SC01 (Statement of Charges), entered July 17, 2019, (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, Respondent Pont hereby agrees to the Department's entry of this Consent Order and further agree 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

1 Consent Order to fully resolve the Statement of Charges and agree that Respondent Pont does not  
2 admit any wrongdoing by its entry.

3 Based upon the foregoing:

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

6 B. **Waiver of Hearing.** It is AGREED that Respondent Pont has been informed of the right  
7 to a hearing before an administrative law judge, and hereby waives his right to a hearing and any and  
8 all administrative and judicial review of the issues raised in this matter, or of the resolution reached  
9 herein. Accordingly, Respondent Pont by his signature, and the signature of his representative below,  
10 withdraws his appeal to the Office of Administrative Hearings.

11 C. **Fine.** It is AGREED that Respondent Pont shall pay a fine to the Department in the  
12 amount of \$5,000.00 upon delivery of this Consent Order to the Department, properly signed and  
13 dated.

14 D. **Investigation Fee.** It is AGREED that Respondent Pont shall pay to the Department an  
15 investigation fee of \$745.20 upon delivery of this Consent Order to the Department, properly signed  
16 and dated. The Fine and Investigation Fee shall be paid together in one \$5,745.20 cashier's check  
17 made payable to the "Washington State Treasurer."

18 E. **Requirement to Operate from a Licensed Location.** It is AGREED that:

19 1. Respondent Pont understands that RCW 19.146.0201(16) and RCW 31.04.027(1)(n)  
20 prohibit originating Washington residential mortgage loans from any unlicensed location.

21 2. For as long as the Department licenses Respondent Pont as a mortgage loan originator and  
22 unless paragraph E.3 below applies, Respondent Pont shall perform work as a mortgage loan  
23

1 originator only while he is physically located at a licensed location of a mortgage broker or consumer  
2 loan company that sponsors him.

3 3. If the Act or Consumer Loan Act, chapter 31.04 RCW, no longer prohibit originating  
4 Washington residential mortgage loans from any unlicensed location, Respondent Pont may perform  
5 work as a mortgage loan originator at locations as permitted by the Act or Consumer Loan Act as  
6 applicable.

7 **F. Complete Cooperation with the Department.** It is AGREED that, upon written request  
8 by the Department, Respondent Pont shall provide the Department with truthful and complete sworn  
9 statements outlining his activities with respect to Interstate Mortgage Service, Inc. (Interstate) and  
10 any and all persons involved or in any way associated with Interstate, including, but not limited to,  
11 owners, employees, independent contractors, agents, businesses and persons with whom Interstate  
12 dealt, communicated, or otherwise related. The “sworn statements” may take the form of affidavits,  
13 declarations, or deposition testimony, at the Department’s discretion. In addition to providing sworn  
14 statements, it is AGREED that, upon written request by the Department, Respondent Pont shall  
15 cooperate fully, truthfully, and completely with the Department and provide any and all information  
16 known to him relating in any manner to Interstate and any and all persons involved or in any way  
17 associated with Interstate, including, but not limited to, owners, employees, independent contractors,  
18 agents, businesses and persons with whom Interstate dealt, communicated, or otherwise related. It is  
19 further AGREED that, upon written request by the Department, Respondent Pont shall provide any  
20 and all documents, writings or materials, or objects or things of any kind in his possession or under  
21 his care, custody, or control that he is authorized to possess, obtain, or distribute relating directly or  
22 indirectly to all areas of inquiry and investigation. It is further AGREED that Respondent Pont shall  
23 testify fully, truthfully, and completely at any and all proceedings related to any Department

investigation or enforcement action or both related to any and all persons involved or in any way associated with Interstate, and any respondents named therein. A failure to cooperate fully, truthfully, and completely is a breach of this Consent Order.

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

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

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

**J. Counterparts.** This Consent Order may be executed by Respondent Pont and his representative in any number of counterparts, including by facsimile or e-mail of a .pdf or similar file, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Consent Order.

**RESPONDENT:**

/s/  
Jeffrey Mark Pont  
Individually

9-16-19  
Date

Approved for Entry:

/s/  
Jessica M. Creager, WSBA No. 42183  
Attorney at Law  
Seattle Litigation Group PLLC  
Attorneys for Jeffrey Mark Pont

9-19-19  
Date

DO NOT WRITE BELOW THIS LINE

THIS ORDER ENTERED THIS 30th DAY OF September, 2019.

/s/  
RICHARD ST. ONGE  
Acting Director  
Division of Consumer Services  
Department of Financial Institutions

Presented by:

/s/  
AMANDA J. HERNDON  
Financial Legal Examiner

Approved by:

/s/  
STEVEN C. SHERMAN  
Enforcement Chief

**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:

INTERSTATE MORTGAGE SERVICE, INC.,  
NMLS # 37053; RYAN JAMES INGRAM, CEO,  
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MARK PONT, Mortgage Loan Originator,  
NMLS # 244524,

Respondents.

No. C-19-2587-19-SC01

STATEMENT OF CHARGES and  
NOTICE OF INTENT TO ENTER AN  
ORDER TO REVOKE LICENSE, PROHIBIT  
FROM INDUSTRY, 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 his designee, Division of Consumer Services Acting Director Richard St. Onge, institutes this proceeding and finds as follows:

**I. FACTUAL ALLEGATIONS**

**1.1 Respondents.**

A. **Interstate Mortgage Services, Inc. (Interstate)** was licensed by the Department of Financial Institutions of the State of Washington (Department) to conduct business as a mortgage broker on or about September 24, 2009, and continued to be licensed until its license expired on December 31, 2018. At all relevant times, Interstate was licensed to do business at the company's main office in Queen Creek, Arizona, and was not licensed to conduct business at any branch locations.

1           B.     **Ryan James Ingram (Ingram)** is CEO and 100% owner of Interstate. Ingram was  
2 named Designated Broker of Interstate on or about March 20, 2010, and continued to be Designated  
3 Broker until Respondent's mortgage broker license expired on December 31, 2018. Ingram was  
4 licensed by the Department to conduct business as a mortgage loan originator (MLO) on or about  
5 August 30, 2010, and continued to be licensed until his license expired on December 31, 2018.

6           C.     **Jeffrey Mark Pont (Pont)** was licensed by the Department to conduct business as an  
7 MLO on or about September 15, 2011, and has continued to be licensed since that date. Pont was  
8 employed as an MLO by Interstate from approximately September 1, 2011, to September 17, 2018.

9     **1.2     Unlicensed Locations.** Respondents operated a branch office in Bellingham, Washington,  
10 from approximately January 2015 to September 2018. Interstate did not hold a license to conduct the  
11 business of a mortgage broker from this location during this period.

12     **1.3     On-Going Investigation.** The Department's investigation into the alleged violations of the  
13 Act by Respondents continues to date.

## 14                                   **II. GROUNDS FOR ENTRY OF ORDER**

15     **2.1     Responsibility for Conduct of Loan Originators.** Pursuant to RCW 19.146.245, a licensed  
16 mortgage broker is liable for any conduct violating the Act by the designated broker, a loan  
17 originator, or other licensed mortgage broker while employed or engaged by the licensed mortgage  
18 broker.

19     **2.2     Responsibility of Designated Broker.** Pursuant to RCW 19.146.200(3), every licensed  
20 mortgage broker must at all times have a designate broker responsible for all activities of the  
21 mortgage broker in conducting the business of a mortgage broker. A designated broker, principal, or  
22 owner who has supervisory authority over a mortgage broker is responsible for a licensee's,  
23 employee's, or independent contractor's violations of the Act if: the designated broker, principal, or  
24 owner directs or instructs the conduct or, with knowledge of the specific conduct, approves or allows



1 the conduct; or the designated broker, principal, or owner who has supervisory authority over the  
2 licensed mortgage broker knows or by the exercise of reasonable care and inquiry should have known  
3 of the conduct, at a time when its consequences can be avoided or mitigated and fails to take  
4 reasonable remedial action.

5 **2.3 Prohibited Acts.** Based on the Factual Allegations set forth in Section I above, Respondents  
6 are in apparent violation of RCW 19.146.0201(2) for directly or indirectly engaging in an unfair or  
7 deceptive practice and of RCW 19.146.0201(16) for originating loans from any unlicensed location.

8 **2.4 Requirement to Obtain and Maintain Branch License.** Based on the Factual Allegations  
9 set forth in Section I above, Interstate and Ingram are in apparent violation of RCW 19.146.265 and  
10 WAC 208-660-195 for engaging in the business of a mortgage broker from a location not licensed by  
11 the Department.

12 **2.5 Unlicensed Location.** Based on the Factual Allegations set forth in Section I above,  
13 Respondents are in apparent violation of WAC 208-660-300(4) for conducting business from a  
14 location not licensed by the Department.

### 15 **III. AUTHORITY TO IMPOSE SANCTIONS**

16 **3.1 Authority to Revoke License.** Pursuant to RCW 19.146.220(2), the Director may revoke  
17 licenses for any violation of the Act.

18 **3.2 Authority to Prohibit from Industry.** Pursuant to RCW 19.146.220(4), the Director may  
19 issue orders prohibiting from participation in the conduct of the affairs of a licensed mortgage broker,  
20 or both, any officer, principal, employee, or loan originator of any licensed mortgage broker or any  
21 person subject to licensing under the Act for any violation of the Act.

22 **3.3 Authority to Impose Fine.** Pursuant to RCW 19.146.220(2), the Director may impose fines  
23 against a licensee, employees, independent contractors, agents of licensees, or other persons subject  
24 to the Act for any violation of the Act.

1 **3.4 Authority to Collect Investigation Fee.** Pursuant to RCW 19.146.228(2), WAC 208-660-  
2 520(9) and (11), and WAC 208-660-550(4)(a), the Department will charge forty-eight dollars per  
3 hour for an examiner's time devoted to an investigation.

4 **3.5 Authority to Recover Costs and Expenses.** Pursuant to RCW 19.146.221(2), the Director  
5 may recover the state's costs and expenses for prosecuting violations of the Act.

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

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

11 **4.1** Respondent Interstate Mortgage Service, Inc.'s license to conduct the business of a  
12 mortgage broker be revoked.

13 **4.2** Respondents Ryan James Ingram's and Jeffrey Mark Pont's licenses to conduct the  
14 business of a mortgage loan originator be revoked.

15 **4.3** Respondents Interstate Mortgage Service, Inc., Ryan James Ingram, and Jeffrey Mark  
16 Pont be prohibited from participation in the conduct of the affairs of any mortgage  
17 broker subject to licensure by the Director, in any manner, for a period of five years.

18 **4.4** Respondents Interstate Mortgage Service, Inc., Ryan James Ingram, and Jeffrey Mark  
19 Pont pay a fine. As of the date of this Statement of Charges, the fine totals \$15,000.

20 **4.5** Respondents Interstate Mortgage Service, Inc., Ryan James Ingram, and Jeffrey Mark  
21 Pont pay an investigation fee. As of the date of this Statement of Charges, the  
22 investigation fee totals \$717.60.

23 **4.6** Respondents Interstate Mortgage Service, Inc., Ryan James Ingram, and Jeffrey Mark  
24 Pont pay the Department's costs and expenses for prosecuting violations of the Act in  
an amount to be determined at hearing or by declaration with supporting  
documentation in event of default by any Respondent.

**4.7** Respondents Interstate Mortgage Service, Inc. and Ryan James Ingram maintain  
records in compliance with the Act and provide the Department with the location of  
the books, records and other information relating to Interstate Mortgage Services,  
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 is entered pursuant to the provisions of RCW 19.146.220, RCW  
3 19.146.221, RCW 19.146.223, and RCW 19.146.230, and is subject to the provisions of chapter  
4 34.05 RCW (the Administrative Procedure Act). Respondents may make a written request for a  
5 hearing as set forth in the NOTICE OF OPPORTUNITY FOR ADJUDICATIVE HEARING AND  
6 TO DEFEND accompanying this Statement of Charges.

7  
8 Dated this 17<sup>TH</sup> day of July, 2019.



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RICHARD ST. ONGE  
Acting Director  
Division of Consumer Services  
Department of Financial Institutions

Presented by:

AMANDA J. HERNDON  
Financial Legal Examiner

Approved by:

STEVEN C. SHERMAN  
Enforcement Chief