

Terms Completed

AGREEMENT SUMMARY – Case Number: C-16-1885

Name(s): First Source Title Agency, Inc.

Order Number: C-16-1885-17-AG01

Effective Date: 05/19/17

License Number: N/A
Or NMLS Identifier [U/L] _____

License Effect: NONE

Not Apply Until: n/a

Not Eligible Until: n/a

Prohibition/Ban Until: n/a

Investigation Costs	\$0	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
Fine	\$0	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
Assessment(s)	\$0	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
Restitution	\$0	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
Judgment	\$0	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: _____

1 **STATE OF WASHINGTON**
2 **DEPARTMENT OF FINANCIAL INSTITUTIONS**
3 **DIVISION OF CONSUMER SERVICES**

4 IN THE MATTER OF DETERMINING: No.: C-16-1885-17-AG01
5 Whether there has been a violation of the
6 Escrow Agent Registration Act of Washington by: **CONSENT AGREEMENT**
7
8 **FIRST SOURCE TITLE AGENCY, INC.,**
9
10 **Respondent.**

11 COMES NOW the Director of the Department of Financial Institutions (Director), through his
12 designee Charles E. Clark, Division Director, Division of Consumer Services, and First Source Title
13 Agency, Inc. (Respondent), and finding that the issues raised in the above-captioned matter may be
14 economically and efficiently settled, agree to the entry of this Consent Agreement. This Consent
15 Agreement is entered pursuant to Revised Code of Washington (RCW) 18.44, the Escrow Agent
16 Registration Act (Act), and RCW 34.05.060 of the Administrative Procedure Act, based on the
17 following:

18 **AGREEMENT**

19 The Department and Respondent have agreed upon a basis for the resolution of the Findings
20 of Fact and Conclusions of Law identified in this Consent Agreement. Pursuant to RCW 18.44 and
21 RCW 34.05.060 of the Administrative Procedure Act, Respondent hereby agrees to the Department's
22 entry of this Consent Agreement and further agrees that the issues raised in the captioned matter
23 above may be economically and efficiently settled by entry of this Consent Agreement.

24 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. Escrow Agent License Requirement.** It is AGREED that Respondent understands that a
6 license under the Act is required for Respondent to perform any part of an escrow transaction
7 involving property located in the state of Washington unless Respondent meets an exception to the
8 license requirement of the Act, and the Respondent will not do so.

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

15 **E. Authority to Execute Agreement.** It is AGREED that the undersigned have represented
16 and warranted that the undersigned have the full power and right to execute this Consent Agreement
17 on behalf of the parties represented.

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

22 **G. Voluntarily Entered.** It is AGREED that Respondent has voluntarily entered into this
23 Consent Agreement, which is effective when signed by the Director's designee.

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

3
4 **RESPONDENT:**
5 **First Source Title Agency, Inc.**
6 By:

7 _____
8 /s/
9 (Print Name):
10 (Print Title):

_____ 5/15/17
Date

11 **DO NOT WRITE BELOW THIS LINE**

12 THIS AGREEMENT ENTERED THIS 19th DAY OF May, 2017.

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

19 Presented by:

20 _____
21 /s/
22 STEVEN C. SHERMAN
23 Enforcement Chief