

ORDER SUMMARY – Case Number: C-20-2916

Name(s): Infinity Lending Ltd d/b/a Infinity Funding Group, Greg Barton

Order Number: C-20-2916-21-CO01

Effective Date: August 23, 2021

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

License Effect: 2263610 (Entity), 2263322 (Individual)

Not Apply Until: Five years from date of entry

Not Eligible Until: _____

Prohibition/Ban Until: Five years from date of entry

Investigation Costs	\$1,000		Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date 10/12/2021
Fine	\$21,000 (\$16,000 Stayed)	Due	Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date 10/12/2021
Assessment(s)	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
Restitution	\$1,000	Due	Paid <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Date
Financial Literacy and Education	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
Cost of Prosecution	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
	No. of Victims:			

Comments: \$16,000 of fine stayed pending compliance.

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

4 IN THE MATTER OF DETERMINING
5 Whether there has been a violation of the
6 Mortgage Broker Practices Act of Washington
7 by:

8 INFINITY LENDING, LTD. d/b/a INFINITY
9 FUNDING GROUP and GREG BARTON,

10 Respondents.

No.: C-20-2916-21-CO01

CONSENT ORDER

11 COMES NOW the Director of the Department of Financial Institutions (Director), through his
12 designee Lucinda Fazio, Division of Consumer Services Director, and Infinity Lending Ltd d/b/a
13 Infinity Funding Group and Greg Barton (Respondents), and finding that the issues raised in the
14 above-captioned matter may be economically and efficiently settled, agree to the entry of this
15 Consent Order. This Consent Order is entered pursuant to chapter 19.146 of the Revised Code of
16 Washington (RCW), and RCW 34.05.060 of the Administrative Procedure Act, based on the
17 following:

18 **AGREEMENT AND ORDER**

19 The Department of Financial Institutions, Division of Consumer Services (Department) and
20 Respondents have agreed upon a basis for resolution of the matters alleged in Statement of Charges
21 No. C-20-2916-21-SC01 (Statement of Charges), entered May 6, 2021, (copy attached hereto).
22 Pursuant to chapter 19.146 RCW, the Mortgage Broker Practices Act (Act), and RCW 34.05.060 of
23 the Administrative Procedure Act, Respondents hereby agree to the Department's entry of this
24 Consent Order and further agree that the issues raised in the above-captioned matter may be
25 economically and efficiently settled by entry of this Consent Order. The parties intend this Consent
26 Order to fully resolve the Statement of Charges.

27 Based upon the foregoing:

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

3 **B. Waiver of Hearing.** It is AGREED that Respondents have been informed of the right to a
4 hearing before an administrative law judge, have decided that they do not want a hearing on the
5 Statement of Charges, and hereby waive their right to a hearing and any and all administrative and
6 judicial review of the issues raised in this matter, or of the resolution reached herein.

7 **C. Cease and Desist.** It is AGREED that Respondents will cease and desist from engaging in
8 conduct that violates the Act, including, but not limited to, the violations identified in the Statement
9 of Charges.

10 **D. Prohibition from Industry.** It is AGREED that, for a period of five years from the date
11 of entry of this Consent Order, Respondents are prohibited from participating, in any capacity, in the
12 conduct of the affairs of any mortgage broker licensed by the Department or subject to licensure or
13 regulation by the Department.

14 **E. Application for License.** It is AGREED that, for a period of five years from the date of
15 entry of this Consent Order, Respondents shall not apply to the Department for any license under any
16 name. It is further AGREED that, should Respondents apply to the Department for any license under
17 any name at any time later than five years from the date of entry of this Consent Order, such applying
18 Respondents shall be required to meet any and all application requirements in effect at that time.

19 **F. Fine (Partially Stayed).** It is AGREED that Respondents shall pay a fine to the
20 Department in the amount of \$21,000. It is further AGREED that \$16,000 of the fine (Stayed Fine)
21 shall be stayed for two years from the date of entry of this Consent Order contingent upon
22 compliance with this Consent Order and compliance with the Act. The Stayed Fine shall expire
23 without further action or notice by the Department if the Department does not seek to lift the stay and

1 impose the Stayed Fine pursuant to Paragraph K.

2 **G. Restitution and Refunds.** It is AGREED that Respondents shall pay restitution and
3 refunds to the individual identified in the Appendix to the Statement of Charges equal to the amount
4 collected from that person prior to the entry of this Consent Order and shall provide the Department
5 with proof of payment. It is further AGREED that Respondents will pay restitution and refunds to
6 each additional person with whom they entered into a contract for mortgage broker services related to
7 residential mortgage loans involving real property or people located in the state of Washington equal
8 to the amount collected from each person for those services and will submit proof of the payments
9 made to the Department.

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

15 **I. Investigation Fee.** It is AGREED that Respondents shall pay to the Department an
16 investigation fee of \$1,000.

17 **J. Fine and Investigation Fee Payments.** It is AGREED that Respondents shall pay the
18 \$1,000 investigation fee and \$1,000 of the non-stayed portion of the fine together in one \$2,000
19 cashier's check, made payable to the "Washington State Treasurer," upon delivery of this Consent
20 Order to the Department, properly dated and signed. It is further AGREED that Respondents shall
21 pay the remaining \$4,000 of the non-stayed portion of the fine in two payments of \$2,000, the first of
22 which is due no later than 30 days from the entry of this Consent Order and the second of which is
23 due no later than 60 days from the entry of this Consent Order. These \$2,000 payments each shall be

1 paid in the form of a cashier's check made payable to the "Washington State Treasurer."

2 **K. Lifting Stay and Imposition of the Stayed Fine.** It is AGREED that:

- 3 1. If, during the two-year period of the stay, the Department determines that Respondents
4 have not complied with the Act or this Consent Order, the Department may lift the
5 stay and impose the Stayed Fine.
- 6 2. If the Department seeks to lift the stay and impose the Stayed Fine, the Department
7 will first serve Respondents with a written notice of alleged noncompliance.
- 8 3. The notice will include:
- 9 i. A description of the alleged noncompliance;
 - 10 ii. A statement that the Department seeks to lift the stay and impose the Stayed
11 Fine;
 - 12 iii. Notice that Respondents can contest the notice of alleged noncompliance by
13 either requesting an adjudicative hearing before an ALJ from OAH or by
14 submitting a written response to the Department contesting the alleged
15 noncompliance; and
 - 16 iv. Notice that the process for lifting the stay applies only to this Consent Order.
- 17 4. Respondents have 20 days from the date of service of the notice of alleged
18 noncompliance to submit a written request to the Department for an adjudicative
19 hearing.
- 20 5. The scope and issues of the adjudicative hearing are limited solely to whether or not
21 Respondents are in violation of the terms of the Act or this Consent Order.
- 22 6. At the conclusion of the adjudicative hearing, the ALJ will issue an initial decision.
23 Any party may file a Petition for Review of that initial decision with the Director of

1 the Department.

2 7. **DEFAULT.** If Respondents do not timely request an adjudicative hearing or submit a
3 written response contesting the notice of alleged noncompliance, the Department may
4 lift the stay and impose the Stayed Fine without further notice.

5 **L. Change of Address.** It is AGREED that for the duration of the period this Consent Order
6 is in effect, unless otherwise agreed to in writing by the Department, Respondents shall provide the
7 Department with a mailing address and telephone number at which Respondents can be contacted and
8 Respondents shall notify the Department in writing of any changes to their mailing address or
9 telephone number within fifteen days of any such change.

10 **M. Records Retention.** It is AGREED that Respondents, its officers, employees, and agents
11 shall maintain records in compliance with the Act and provide the Director with the location of the
12 books, records and other information relating to Respondents' mortgage broker business, and the
13 name, address and telephone number of the individual responsible for maintenance of such records in
14 compliance with the Act.

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

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

22 **P. Voluntarily Entered.** It is AGREED that Respondents have voluntarily entered into this
23 Consent Order, which is effective when signed by the Director's designee.

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

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

6 **RESPONDENTS:**

7 Infinity Lending Ltd d/b/a Infinity Funding Group, By:

8 _____
9 /s/ Greg Barton
10 President

8/1/2021

Date

11 _____
12 /s/ Greg Barton
13 Individually

8/1/21

Date

14 **DO NOT WRITE BELOW THIS LINE**

15 THIS ORDER ENTERED THIS 23rd DAY OF August, 2021.

16 _____
17 /s/ LUCINDA FAZIO, Director
18 Division of Consumer Services
19 Department of Financial Institutions

20 Presented by:

21 _____
22 /s/ DREW STILLMAN
23 Financial Legal Examiner

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

4 IN THE MATTER OF DETERMINING
Whether there has been a violation of the
Mortgage Broker Practices Act of Washington by:

5 INFINITY LENDING, LTD. d/b/a INFINITY
FUNDING GROUP and GREG BARTON,

6 Respondents.
7

No. C-20-2916-21-SC01

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

8 **INTRODUCTION**

9 Pursuant to RCW 19.146.220 and RCW 19.146.223, the Director of the Department of Financial
10 Institutions of the State of Washington (Director) is responsible for the administration of chapter
11 19.146 RCW, the Mortgage Broker Practices Act (Act). After having conducted an investigation
12 pursuant to RCW 19.146.235, and based upon the facts available as of the date of this Statement of
13 Charges, the Director, through his designee, Division of Consumer Services Director Lucinda Fazio,
14 institutes this proceeding and finds as follows:

15 **I. FACTUAL ALLEGATIONS**

16 **1.1 Respondents.**

17 **A. Infinity Lending, Ltd. d/b/a Infinity Funding Group (Respondent Infinity)** has never
18 been licensed by the Department of Financial Institutions of the State of Washington (Department) to
19 conduct business as a mortgage broker.

20 **B. Greg Barton (Respondent Barton)** is President of Respondent Infinity. During the
21 relevant time period, Respondent Barton was not licensed by the Department to conduct business as a
22 mortgage broker or loan originator.

23 **1.2 Unlicensed Activity.** Between at least November 2019 and May 2020, Respondents engaged
24 in the business of a mortgage broker with respect to at least three people and properties located in

1 Washington State.

2 **1.3 Prohibited Fees.** Respondents charged upfront broker fees when assisting borrowers in
3 applying for a loan in Washington State. Additionally, Respondents entered into contracts with
4 borrowers that provides in substance that Respondents may earn a fee or commission through
5 Respondents' "best efforts" to obtain a loan even though no loan is actually obtained.

6 **1.4 Misrepresentations and Omissions.** Beginning in March 2020, Respondents negligently
7 made false statements and knowingly and willfully made omissions of material facts when
8 Respondents responded to subpoenas in connection with an investigation conducted by the
9 Department. On or about March 4, 2020, in response to one of the Department's subpoenas,
10 Respondents falsely represented that they had never provided or offered to provide residential
11 mortgage loan services, including lending, mortgage brokering, and loan origination, for properties or
12 consumers located in Washington State. On or about October 21, 2020, in response to another of the
13 Department's subpoenas, Respondents falsely represented that they did not have a list or files of
14 customers for residential mortgage loans in Washington while indicating that Respondents only
15 provided commercial loan brokerage services. Respondents' representations were false and omitted
16 material facts because Respondents had provided mortgage broker services involving residential
17 mortgage loans in Washington State.

18 **1.5 On-Going Investigation.** The Department's investigation into the alleged violations of the Act
19 by Respondents continues to date.

20 II. GROUNDS FOR ENTRY OF ORDER

21 **2.1 Requirement to Obtain and Maintain Mortgage Broker License.** Based on the Factual
22 Allegations set forth in Section I above, Respondents are in apparent violation of RCW
23 19.146.0201(2), RCW 19.146.0201(11), and RCW 19.146.200(1) for engaging in the business of a
24 mortgage broker for Washington residents or property without first obtaining a license to do so.

1 **2.2 Prohibition against Certain Fees.** Based on the Factual Allegations set forth in Section I
2 above, Respondents are in apparent violation of RCW 19.146.0201(2), RCW 19.146.0201(4), RCW
3 19.146.0201(11), RCW 19.146.0201(13), RCW 19.146.0201(15), RCW 19.146.070(1), and WAC
4 208-660-155(7) for taking upfront fees for mortgage broker services and entering into contracts with
5 borrowers that provides in substance that Respondents may earn a fee or commission through
6 Respondents’ “best efforts” to obtain a loan even though no loan is actually obtained.

7 **2.3 Prohibition against Misrepresentations and Omissions.** Based on the Factual Allegations set
8 forth in Section I above, Respondents are in apparent violation of RCW 19.146.0201(2), RCW
9 19.146.0201(8), and RCW 19.146.0201(11) for engaging in an unfair or deceptive practice toward any
10 person and for negligently making false statements and knowingly and willfully making omissions of
11 material facts in connection with any investigation conducted by the Department.

12 III. AUTHORITY TO IMPOSE SANCTIONS

13 **3.1 Authority to Issue an Order to Cease and Desist.** Pursuant to RCW 19.146.220(3), the
14 Director may issue orders directing any person subject to the Act to cease and desist from conducting
15 business.

16 **3.2 Authority to Prohibit from Industry.** Pursuant to RCW 19.146.220(4), the Director may
17 issue orders prohibiting from participation in the conduct of the affairs of a licensed mortgage broker
18 any person subject to licensing under the Act for any violation of the Act.

19 **3.3 Authority to Order Restitution and Refunds.** Pursuant to RCW 19.146.220(2), the Director
20 may order restitution and refunds against any person subject to the Act for any violation of the Act.

21 **3.4 Authority to Impose Fine.** Pursuant to RCW 19.146.220(2), the Director may impose fines
22 against any person subject to the Act for any violation of the Act.

23 **3.5 Authority to Collect Investigation Fee.** Pursuant to RCW 19.146.228(2) and WAC 208-660-
24 550(4)(a), the Department will charge \$48 per hour for an examiner’s time devoted to an investigation

1 of any person subject to the Act.

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

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

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

- 8 **4.1** Respondents Infinity Lending, Ltd. d/b/a Infinity Funding Group and Greg Barton
9 cease and desist engaging in the business of a mortgage broker or loan originator.
- 10 **4.2** Respondents Infinity Lending, Ltd. d/b/a Infinity Funding Group and Greg Barton be
11 prohibited from participation, in any manner, in the conduct of the affairs of any
12 mortgage broker subject to licensure by the Director for a period of five years.
- 13 **4.3** Respondents Infinity Lending, Ltd. d/b/a Infinity Funding Group and Greg Barton
14 jointly and severally pay restitution and refunds to each person with whom they entered
15 into a contract for mortgage broker services related to residential mortgage loans
16 involving real property or people located in the state of Washington equal to the
17 amount collected from each person for those services in an amount to be determined at
18 hearing. This shall include restitution and refunds to the individual identified in the
19 Appendix equal to the amount collected from that person, including at least the amount
20 set forth in the Appendix.
- 21 **4.4** Respondents Infinity Lending, Ltd. d/b/a Infinity Funding Group and Greg Barton
22 jointly and severally pay a fine, which as of the date of this Statement of Charges totals
23 \$21,000.
- 24 **4.5** Respondents Infinity Lending, Ltd. d/b/a Infinity Funding Group and Greg Barton
jointly and severally pay an investigation fee, which as of the date of this Statement of
Charges totals \$1,000.
- 4.6** Respondents Infinity Lending, Ltd. d/b/a Infinity Funding Group and Greg Barton
maintain records in compliance with the Act and provide the Department with the
location of the books, records and other information relating to Respondents' provision
of mortgage broker services in Washington, and the name, address and telephone
number of the individual responsible for maintenance of such records in compliance
with the Act.
- 4.7** Respondents Infinity Lending, Ltd. d/b/a Infinity Funding Group and Greg Barton
jointly and severally pay the Department's costs and expenses for prosecuting

1 violations of the Act in an amount to be determined at hearing or by Declaration with
2 supporting documentation in event of default by Respondent.

3 **V. AUTHORITY AND PROCEDURE**

4 This Statement of Charges is entered pursuant to the provisions of RCW 19.146.220, RCW
5 19.146.221, RCW 19.146.223, and RCW 19.146.230, and is subject to the provisions of chapter 34.05
6 RCW (the Administrative Procedure Act). Each Respondent may make a written request for a hearing
7 as set forth in the NOTICE OF OPPORTUNITY TO DEFEND AND OPPORTUNITY FOR
8 HEARING accompanying this Statement of Charges.

9 Dated this 6th day of May, 2021.
10

11
12 /s/
13 LUCINDA FAZIO, Director Division
14 of Consumer Services Department of
15 Financial Institutions

16 Presented by:

17 /s/
18 DREW STILLMAN
19 Financial Legal Examiner

20 Approved by:

21
22 /s/
23 STEVEN C. SHERMAN
24 Enforcement Chief