

Terms Complete
ORDER SUMMARY – Case Number: C-18-2526

Name(s): Intercontinental Capital Group, Inc.
Dustin Anthony DiMisa

Order Number: C-18-2526-19-CO01

Effective Date: July 11, 2019

NMLS Identifiers: Intercontinental Capital Group, Inc. – 60134
Dustin Anthony DiMisa – 65398

License Effect: N/A

Not Apply Until: N/A

Not Eligible Until: N/A

Prohibition/Ban Until: N/A

Investigation Costs	\$ 1,525		Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date
Fine (\$100,000 to be paid, \$50,000 stayed)	\$ 150,000	\$100,000 due in monthly installments of \$10,000; additional \$50,000 due only if stay is lifted	Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date
Assessment(s)	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
Restitution	\$	Due	Paid <input type="checkbox"/> Y <input 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: _____

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
Consumer Loan Act of Washington by:

No.: C-18-2526-19-CO01

CONSENT ORDER

5 INTERCONTINENTAL CAPITAL GROUP,
6 INC. d/b/a FELLOWSHIP HOME LOANS,
NMLS NO. 60134, and

7 DUSTIN A. DIMISA, NMLS NO. 65398,

8 Respondents.

9 COMES NOW the Director of the Department of Financial Institutions (Director), through his
10 designee Richard St. Onge, Division of Consumer Services Acting Division Director, and
11 Intercontinental Capital Group, Inc. (Respondent ICG) and Dustin Anthony DiMisa (Respondent
12 DiMisa), and finding that the issues raised in the above-captioned matter may be economically and
13 efficiently settled, agree to the entry of this Consent Order. This Consent Order is entered pursuant to
14 chapter 31.04 of the Revised Code of Washington (RCW), and RCW 34.05.060 of the Administrative
15 Procedure Act, based on the following:

16 **AGREEMENT AND ORDER**

17 The Department of Financial Institutions, Division of Consumer Services (Department) and
18 Respondents have agreed upon a basis for resolution of the matters alleged in Statement of Charges
19 No. C-18-2526-19-SC01, entered March 6, 2019, (copy attached hereto). Pursuant to chapter 31.04
20 RCW, the Consumer Loan Act (Act), and RCW 34.05.060 of the Administrative Procedure Act,
21 Respondents hereby agree to the Department's entry of this Consent Order and further agree that the
22 issues raised in the above-captioned matter may be economically and efficiently settled by entry of
23 this Consent Order. The parties intend this Consent Order to fully resolve the Statement of Charges.

1 Based upon the foregoing:

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

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

9 C. **Cease and Desist.** It is AGREED and ORDERED that Respondents will cease and desist
10 from engaging in conduct that violates the Act, including, but not limited to, directly or indirectly
11 engaging in any unfair or deceptive practice toward any person and distributing any false, deceptive,
12 or misleading advertising.

13 D. **Fine (Partially Stayed).** It is AGREED and ORDERED that Respondents are jointly and
14 severally liable to the Department for a fine of \$150,000. It is further AGREED and ORDERED that
15 \$100,000 of the fine shall be paid pursuant to Paragraph F, and that payment of the \$50,000 balance
16 (the "Stayed Fine") shall be stayed for two years contingent upon compliance with this Consent
17 Order, compliance with the Act, and the results of the examination described in Paragraph G.

18 E. **Investigation Fee.** It is AGREED and ORDERED that Respondents are jointly and
19 severally liable for and shall pay to the Department an investigation fee of \$1,525. It is further
20 AGREED and ORDERED that the investigation fee shall be paid pursuant to Paragraph F.

21 F. **Payments.** It is AGREED and ORDERED that Respondents shall pay the investigative
22 fee and \$10,000 of the fine upon delivery to the Department of this signed Consent Order, in the form
23 of a \$11,525 cashier's check made payable to the "Washington State Treasurer." It is further

1 AGREED and ORDERED that beginning on the last day of the month immediately following entry
2 of this Consent Order, Respondents shall commence making monthly payments of \$10,000 to the
3 Department, in the form of cashier's checks made payable to the "Washington State Treasurer," until
4 \$100,000 of the fine is paid.

5 **G. Compliance Examination.** It is AGREED and ORDERED that subject to the
6 Department's availability, within two years of the entry of this Consent Order, at Respondent ICG's
7 cost, the Department will conduct a compliance examination of Respondents' business practices,
8 policies, and procedures, including Respondents' compliance with this Consent Order. At the
9 conclusion of the compliance examination, a Risk Rating will be generated by the Department. It is
10 further AGREED and ORDERED that a Risk Rating of 1 or 2 will result in the Stayed Fine expiring
11 without further notice or action by the Department; a Risk Rating of 3 *may* result in the Department
12 lifting the stay and imposing the Stayed Fine on Respondents pursuant to Paragraph H; and a Risk
13 Rating of 4 or 5 *will* result in the Department lifting the stay, imposing the Stayed Fine on
14 Respondents pursuant to Paragraph H, and may result in the imposition of other sanctions.

15 **H. Lifting Stay and Imposition of Stayed Fine.** It is AGREED and ORDERED that:

- 16 1. If, during the two-year stay of the fine, the Department determines Respondents
17 have not complied with the Act or this Consent Order, or if Respondent ICG
18 receives an examination rating of 3, 4, or 5, the Department may lift the stay and
19 impose the Stayed Fine.
- 20 2. If the Department seeks to lift the stay and impose the Stayed Fine, the Department
21 will first serve Respondents with a written notice of alleged noncompliance.
- 22 3. The notice will include:
 - 23 a. A description of the alleged noncompliance;
 - 24 b. A statement that the Department seeks to lift the stay and impose the Stayed
Fine;
 - c. Notice that Respondents can contest the notice of alleged noncompliance by
either requesting an adjudicative hearing before an Administrative Law Judge
(ALJ) from the Office of Administrative Hearings or by submitting a written
response to the Department contesting the alleged noncompliance; and

1 d. Notice that the process for lifting the stay applies only to this Consent Order.

2 4. Respondents have 20 days from the date of service of the notice of alleged
3 noncompliance to submit a written request to the Department for an adjudicative
4 hearing.

5 5. The scope and issues of the adjudicative hearing are limited solely to whether or
6 not Respondents are in violation of the terms of the Act, this Consent Order, or
7 that Respondents received an examination rating of 3, 4, or 5.

8 6. At the conclusion of the adjudicative hearing, the ALJ will issue an initial
9 decision. Either party may file a Petition for Review of that initial decision with
10 the Director of the Department.

11 7. **Default.** If either Respondent does not timely request an adjudicative hearing or
12 submit a written response contesting the notice of alleged noncompliance, the
13 Department may lift the stay and impose the Stayed Fine as to that Respondent
14 without further notice.

15 I. **Expiration of Stayed Fine.** It is AGREED that, absent an action by the Department to lift
16 the stay and impose the Stayed Fine pursuant to Paragraph H, the Stayed Fine shall expire two years
17 from the date of entry of this Consent Order.

18 J. **No Admission or Denial of Wrongdoing.** It is AGREED that Respondents neither admit
19 nor deny any wrongdoing by the entry of this Consent Order.

20 K. **Change of Address.** It is AGREED that for the duration of the period this Consent Order
21 is in effect, unless otherwise agreed to in writing by the Department, Respondents shall provide the
22 Department with a mailing address and telephone number at which Respondents can be contacted and
23 Respondents shall notify the Department in writing of any changes to their mailing address or
24 telephone number within 15 days of any such change.

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

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

5 **N. Voluntarily Entered.** It is AGREED that Respondents have voluntarily entered into this
6 Consent Order, which is effective when signed by the Director’s designee.

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

9 **P. Counterparts.** This Consent Order may be executed by the Respondents in any number
10 of counterparts, including by facsimile or e-mail of a .pdf or similar file, each of which shall be
11 deemed to be an original, but all of which, taken together, shall constitute one and the same Consent
12 Order.

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1 **RESPONDENTS:**
2 **Intercontinental Capital Group, Inc., By:**

3 /s/
4 Dustin Anthony DiMisa
5 President and CEO

7-2-19
Date

5 **Dustin Anthony DiMisa, By:**

6 /s/
7 Dustin Anthony DiMisa
8 Individually

7-2-19
Date

8 **Approved for Entry, By:**

9 /s/
10 E. Robert Levy
11 Offit Kurman, P.A.
12 Attorney for Respondents

7-2-19
Date

12 **DO NOT WRITE BELOW THIS LINE**

13 THIS ORDER ENTERED THIS 11th DAY OF July, 2019.

14
15 /s/
16 RICHARD ST. ONGE
17 Acting Director
18 Division of Consumer Services
19 Department of Financial Institutions

18 Presented by:

19 /s/
20 DREW STILLMAN
21 Financial Legal Examiner

21 Approved by:

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

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 Consumer Loan Act of Washington by:

7 INTERCONTINENTAL CAPITAL GROUP,
8 INC. d/b/a FELLOWSHIP HOME LOANS,
9 NMLS NO. 60134, and

10 DUSTIN A. DIMISA, NMLS NO. 65398,

11 Respondents.

No. C-18-2526-19-SC01

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

12 **INTRODUCTION**

13 Pursuant to RCW 31.04.093 and RCW 31.04.165, the Director of the Department of Financial
14 Institutions of the State of Washington (Director) is responsible for the administration of chapter
15 31.04 RCW, the Consumer Loan Act (Act).¹ After having conducted an investigation pursuant to
16 RCW 31.04.145, and based upon the facts available as of the date of this Statement of Charges, the
17 Director, through her designee, Division of Consumer Services Director Charles E. Clark, institutes
18 this proceeding and finds as follows:

19 **I. FACTUAL ALLEGATIONS**

20 **1.1 Respondents.**

21 **A. Intercontinental Capital Group, Inc.** (Respondent ICG) was licensed by the
22 Department of Financial Institutions of the State of Washington (Department) to conduct business as
23 a consumer loan company on or about October 22, 2012, and continues to be licensed to date.

24 **B. Dustin Anthony DiMisa** (Respondent DiMisa) has been a Control Person, the
President, and the Chief Executive Officer of Respondent ICG since February 2, 2010. Respondent
DiMisa is not currently licensed by the Department. During all times relevant to this matter

¹ The Act was amended effective June 7, 2018. All citations to the Act herein are to the version effective prior to that date.

1 Respondent DiMisa, as Control Person, President, and CEO of Respondent ICG, was responsible for
2 marketing and compliance for Respondent ICG.

3 **1.2 Examination.** From December 18, 2017, through December 29, 2017, the Department
4 conducted an off-site examination of Respondents' Washington State loan portfolio and business
5 practices under the Act for the period of September 1, 2015, through September 1, 2017. The
6 Department identified numerous violations of the Act, including those set forth below.

7 **1.3 Failed to Comply with Director's Examination Authority.** On at least four occasions
8 during the examination, Respondent ICG failed to provide information when required to do so by the
9 Department.

10 **1.4 Failed to Maintain Sufficient Surety Bond.** From about January 1, 2017, to February 6,
11 2018, Respondent ICG failed to maintain a surety bond consistent with the Act's requirements.

12 **1.5 Failed to Include Required Information on Web Pages.** Between at least December 12,
13 2017, and February 6, 2019, Respondent ICG failed to include necessary information consistent with
14 the Act on one or more web pages. Among the necessary information that Respondent ICG failed to
15 properly include were: (1) Respondent ICG's Nationwide Multistate Licensing System (NMLS)
16 number on one or more home pages; (2) Respondent ICG's main office license name on one or more
17 home pages; (3) a link to the NMLS Consumer Access web page on one or more home pages; and (4)
18 applicable loan originators' NMLS numbers on one or more web pages.

19 **1.6 False, Deceptive, and Misleading Advertisements.** From at least December 12, 2017
20 through February 6, 2019, one or more of Respondent ICG's websites contained false, deceptive,
21 and misleading statements, including the following:

- 22 • "We're one of the few approved Christian FHA mortgage lenders in the industry."
- 23 • "More lenient credit score guidelines: FHA loans could be available to you with a score
24 as low as 580 whereas a score of at least 640 is usually required for other loans. With

1 this type of Christian home loan, we're able to focus on the reason behind a less-than-
2 perfect credit history more so than the actual numbers."

- 3 • "We connect you with the best rates and the best terms to meet your needs."

4 **1.7 Used Trade Name without Including Respondent ICG's NMLS Number or Main**

5 **License Name.** During the period examined, Respondent ICG failed to include its NMLS number or
6 main license name in at least four documents sent to borrowers.

7 **1.8 Unauthorized Settlement Service Providers.** During the period examined, Respondent ICG

8 provided to at least two borrowers a list of settlement service providers that included at least one
9 settlement service provider who was not licensed to conduct business in Washington. In at least 12
10 instances, Respondent ICG facilitated transactions using an unlicensed service provider.

11 **1.9 Failed to Provide Complete Rate Lock Disclosures.** In at least ten instances during the

12 period examined, Respondent ICG delivered rate lock agreements that did not provide complete
13 information about the rate-lock guarantee.

14 **1.10 Failed to Provide Complete Residential Mortgage Loan Applications.** In at least seven

15 instances during the period examined, Respondent ICG provided undated residential mortgage loan
16 applications to borrowers.

17 **1.11 Failed to Provide Complete Loan Estimates.** In at least four instances during the period

18 examined, Respondent ICG provided incomplete Loan Estimates to borrowers.

19 **1.12 Failed to Provide Accurate and Complete Closing Disclosures.** In at least nine instances

20 during the period examined, Respondent ICG provided Closing Disclosures to borrowers that were
21 inaccurate or incomplete or both.

22 **1.13 Failed to Adhere to Tolerance Limits.** At least once during the period examined,

23 Respondent ICG charged a borrower more than ten percent greater than the original estimate for a
24 closing cost without a valid change in circumstance.

1 **1.14 Failed to Provide Complete Privacy Policy Disclosures.** In at least ten instances during the
2 period examined, Respondent ICG failed to provide borrowers with complete privacy policy
3 disclosures.

4 **1.15 Failed to Provide Correct Equal Credit Opportunity Act (ECOA) Address.** In at least 12
5 instances during the period examined, Respondent ICG failed to provide borrowers with disclosures
6 that accurately identified the name and address of the federal agency responsible for ECOA
7 compliance.

8 **1.16 Provided Unnecessary and Inapplicable Disclosures.** In at least ten instances during the
9 period examined, Respondent ICG provided borrowers with disclosures pertaining to inapplicable
10 laws.

11 **1.17 On-Going Investigation.** The Department's investigation into the alleged violations of the
12 Act by Respondents continues to date.

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

14 **2.1 Director's Investigation and Examination Authority.** Pursuant to RCW 31.04.145 and
15 RCW 31.04.155, the Director has authority to conduct investigations and examinations, and every
16 person subject to the Act must make available to the Director its books, records, files, or other
17 information. Based on the Factual Allegations set forth in Section I above, Respondents are in
18 apparent violation of RCW 31.04.145 and RCW 31.04.155 for failing to provide the Director with
19 records or information when directed to do so during an examination.

20 **2.2 Requirement to Maintain a Surety Bond.** Based on the Factual Allegations set forth in
21 Section I above, Respondents are in apparent violation of RCW 31.04.045(4) and WAC 208-620-
22 320(2) for failing to maintain an adequate surety bond.

23 **2.3 Requirement to Provide Links and Information on Web Pages.** Based on the Factual
24 Allegations set forth in Section I above, Respondents are in apparent violation of RCW 31.04.027(2),

1 WAC 208-620-620, and WAC 208-620-622 for failing to provide required links and information on
2 certain web pages.

3 **2.4 False, Deceptive, or Misleading Advertisements.** Based on the Factual Allegations set forth
4 in Section I above, Respondents are in apparent violation of RCW 31.04.027(1), RCW 31.04.027(2),
5 RCW 31.04.027(7), RCW 31.04.135, and WAC 208-620-630(5) for advertising or permitting to be
6 advertised, in any manner whatsoever, any statement or representation with regard to rates, terms, or
7 conditions for the lending of money that is false, deceptive, or misleading. This is a repeat violation.

8 **2.5 Use of Trade Name Alone.** Based on the Factual Allegations set forth in Section I above,
9 Respondents are in apparent violation of RCW 31.04.027(2), WAC 208-620-420, and WAC 208-
10 620-620 for transacting business using a trade name without also using the main office license
11 number or main office license name.

12 **2.6 Requirement to Provide List of Authorized Settlement Service Providers.** Based on the
13 Factual Allegations set forth in Section I above, Respondents are in apparent violation of RCW
14 31.04.027(2), RCW 31.04.027(13), RCW 31.04.102, WAC 208-620-505, and Regulation Z, 12 CFR
15 § 1026.19(e)(1)(vi) for providing borrowers with a lists that included unauthorized settlement service
16 providers and for facilitating transactions using an unlicensed service provider.

17 **2.7 Requirement to Provide Complete Rate Lock Disclosures.** Based on the Factual
18 Allegations set forth in Section I above, Respondents are in apparent violation of RCW 31.04.027(2),
19 and WAC 208-620-510(3) for failing to provide complete rate lock disclosures.

20 **2.8 Requirement to Provide Complete Residential Mortgage Loan Applications.** Based on
21 the Factual Allegations set forth in Section I above, Respondents are in apparent violation of RCW
22 31.04.027(2), and WAC 208-620-550(16) for failing to indicate on all residential mortgage loan
23 applications the date the application was taken or revised.

24 **2.9 Requirement to Provide Complete Loan Estimates.** Based on the Factual Allegations set

1 forth in Section I above, Respondents are in apparent violation of RCW 31.04.027(2), RCW
2 31.04.027(13), RCW 31.04.102, WAC 208-620-505, and Regulation Z, 12 CFR § 1026.37(c)(4)(iv)
3 for providing borrowers with incomplete loan estimates.

4 **2.10 Requirement to Provide Accurate and Complete Closing Disclosures.** Based on the
5 Factual Allegations set forth in Section I above, Respondents are in apparent violation of RCW
6 31.04.027(2), RCW 31.04.027(13), RCW 31.04.102, WAC 208-620-505, and Regulation Z, 12 CFR
7 § 1026.38 for providing borrowers with inaccurate Closing Disclosures and failing to disclose all
8 information required in Closing Disclosures.

9 **2.11 Requirement to Provide Good Faith Estimates and Adhere to Tolerance Limits.** Based
10 on the Factual Allegations set forth in Section I above, Respondents are in apparent violation of RCW
11 31.04.027(2), RCW 31.04.027(13), RCW 31.04.102, WAC 208-620-505, and Regulation Z, 12 CFR
12 § 1026.19(e) for failing to provide at least one consumer with good faith estimates of required
13 disclosures and charging at least one consumer a closing cost above allowed tolerance limits.

14 **2.12 Requirement to Provide Complete Privacy Policy Disclosures.** Based on the Factual
15 Allegations set forth in Section I above, Respondents are in apparent violation of RCW 31.04.027(2),
16 RCW 31.04.027(13), RCW 31.04.102, WAC 208-620-505, and Regulation P, 12 CFR § 1016.6(a)(4)
17 for failing to provide complete privacy policy disclosures.

18 **2.13 Requirement to Provide Correct Equal Credit Opportunity Act (ECOA) Address.** Based
19 on the Factual Allegations set forth in Section I above, Respondents are in apparent violation of RCW
20 31.04.027(2), RCW 31.04.027(13), RCW 31.04.102, WAC 208-620-505, and Regulation B, 12 CFR
21 § 1002.9(a)(2) and (b)(1) for failing to provide accurate ECOA notices.

22 **2.14 Unfair or Deceptive Practices Including Unnecessary and Inapplicable Disclosures.**
23 Based on the Factual Allegations set forth in Section I above, Respondents are in apparent violation
24 of RCW 31.04.027(2) for directly or indirectly engaging in any unfair or deceptive practice toward

1 any person, including by making unnecessary and inapplicable disclosures to borrowers.

2 **III. AUTHORITY TO IMPOSE SANCTIONS**

3 **3.1 Authority to Issue an Order to Cease and Desist.** Pursuant to RCW 31.04.093(5)(a), the
4 Director may issue orders directing a licensee, its employee, loan originator, or other person subject
5 to the Act to cease and desist from conducting business in a manner that is injurious to the public or
6 violates any provision of the Act.

7 **3.2 Authority to Revoke License.** Pursuant to RCW 31.04.093(3), the Director may revoke a
8 license for failure to pay any fee due to the state of Washington, failure to maintain the required
9 surety bond, failure to comply with any specific order or demand, or failure to comply with any
10 directive, order, or subpoena issued by the Director under the Act.

11 **3.3 Authority to Prohibit from the Industry.** Pursuant to RCW 31.04.093(6), the Director may
12 issue an order prohibiting from participation in the affairs of any licensee, any officer, principal,
13 employee, mortgage loan originator, or any other person subject to the Act for a violation of RCW
14 31.04.027, RCW 31.04.102, RCW 31.04.155, or RCW 31.04.221.

15 **3.4 Authority to Impose Fine.** Pursuant to RCW 31.04.093(4), the Director may impose fines of
16 up to one hundred dollars per day, per violation, upon the licensee, its employee or loan originator, or
17 any other person subject to the Act for any violation of the Act or failure to comply with any order or
18 subpoena issued by the Director under the Act.

19 **3.5 Authority to Charge Investigation Fee.** Pursuant to RCW 31.04.145(3), WAC 208-620-590,
20 and WAC 208-620-610(7), every licensee investigated by the Director or the Director's designee
21 shall pay for the cost of the investigation, calculated at the rate of \$69.01 per staff hour devoted to the
22 investigation.

23 **3.6 Authority to Recover Costs and Expenses.** Pursuant to RCW 31.04.205(2), the Director
24 may recover the state's costs and expenses for prosecuting violations of the Act.

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

2 Respondents’ violations of the provisions of chapter 31.04 RCW and chapter 208-620 WAC,
3 as set forth in the above Factual Allegations, Grounds for Entry of Order, and Authority to Impose
4 Sanctions, constitute a basis for the entry of an Order under RCW 31.04.093, RCW 31.04.165, RCW
5 34.04.202, and RCW 31.04.205. Therefore, it is the Director’s intent to ORDER that:

6 **4.1** Respondents Intercontinental Capital Group, Inc. and Dustin Anthony DiMisa cease and
7 desist engaging in conduct that violates the Act, including, but not limited to, directly or
8 indirectly engaging in any unfair or deceptive practice toward any person and
9 distributing any false, deceptive, or misleading advertising.

10 **4.2** Respondent Intercontinental Capital Group, Inc.’s license to conduct the business of a
11 consumer loan company be revoked.

12 **4.3** Respondents Intercontinental Capital Group, Inc. and Dustin Anthony DiMisa be
13 prohibited from participation in the conduct of the affairs of any consumer loan
14 company subject to licensure by the Director, in any manner, for a period of 5 years.

15 **4.4** Respondents Intercontinental Capital Group, Inc. and Dustin Anthony DiMisa jointly
16 and severally pay a fine. As of the date of this Statement of Charges, the fine totals
17 \$200,000.

18 **4.5** Respondents Intercontinental Capital Group, Inc. and Dustin Anthony DiMisa jointly
19 and severally pay costs of investigation. As of the date of this Statement of Charges, the
20 costs of investigation totals \$1,525.

21 **4.6** Respondents Intercontinental Capital Group, Inc. and Dustin Anthony DiMisa jointly
22 and severally pay the Department’s costs and expenses for prosecuting violations of the
23 Act in an amount to be determined at hearing, or, in event of default by Respondents, by
24 declaration with supporting documentation.

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1 **V. AUTHORITY AND PROCEDURE**

2 This Statement of Charges and Notice of Intent to Enter an Order to Cease and Desist, Revoke
3 License, Prohibit from Industry, Impose Fine, Collect Investigation Fee, and Recover Costs and
4 Expenses (Statement of Charges) is entered pursuant to the provisions of RCW 31.04.093, RCW
5 31.04.165, RCW 31.04.202, and RCW 31.04.205, and is subject to the provisions of chapter 34.05
6 RCW (the Administrative Procedure Act). Respondents may make a written request for a hearing as
7 set forth in the NOTICE OF OPPORTUNITY TO DEFEND AND OPPORTUNITY FOR HEARING
8 accompanying this Statement of Charges.

9
10 Dated this 6th 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/
19 DREW STILLMAN
20 Financial Legal Examiner

21 Approved by:

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