

## Terms Completed

### ORDER SUMMARY – Case Number: C-16-2067

**Name(s):** Linear Title & Closing LTD

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**Order Number:** C-16-2067-17-AG01

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**Effective Date:** 04/27/2017

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**License Number:** n/a

**Or NMLS Identifier [U/L]** \_\_\_\_\_

**License Effect:** n/a

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**Not Apply Until:** n/a

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**Not Eligible Until:** n/a

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**Prohibition/Ban Until:** n/a

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<b>Investigation Costs</b>	\$0	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
<b>Fine</b>	\$0	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
<b>Assessment(s)</b>	\$0	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
<b>Restitution</b>	\$0	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
<b>Judgment</b>	\$0	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
<b>Satisfaction of Judgment Filed?</b>		<input type="checkbox"/> Y <input type="checkbox"/> N		
No. of Victims:				

Comments: Company agrees not to conduct Escrow business without a license or qualifying for an exemption.

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**STATE OF WASHINGTON  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
DIVISION OF CONSUMER SERVICES**

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IN THE MATTER OF DETERMINING:  
Whether there has been a violation of the  
Escrow Agent Registration Act of Washington by:  
  
LINEAR TITLE & CLOSING, LTD,  
  
Respondent.

No.: C-16-2067-17-AG01  
  
CONSENT AGREEMENT

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

**AGREEMENT**

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

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.

