

TERMS COMPLETE

CONSENT ORDER SUMMARY - Case Number: C-09-439

Name(s) Ryan A. Anido

Order Number C-09-439-10-CO01

Effective Date April 26, 2010

License Number U/L

License Effect NA

Not Apply until April 26, 2015

Prohibition/Ban until April 26, 2015

Investigation Costs	\$480	Due	Paid YES	Date 4/23/10
---------------------	-------	-----	----------	--------------

Assessment(s)	\$	Due	Paid Y N	Date
---------------	----	-----	----------	------

Monetary Penalty	\$	Due	Paid Y N	Date
------------------	----	-----	----------	------

Other Keep Department informed of address and phone
Cooperation agreement related to American Lending

Special Instructions

1
2
3
4
5
6
7

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

8
9
10
11
12
13

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

NO. C-09-439-10-CO01

RYAN A. ANIDO, Unlicensed Loan Originator,

CONSENT ORDER

Respondent.

8 COMES NOW the Director of the Department of Financial Institutions (Director), through his designee
9 Deborah Bortner, Division Director, Division of Consumer Services, and Ryan A. Anido (hereinafter
10 Respondent), and finding that the issues raised in the above-captioned matter may be economically and efficiently
11 settled, agree to the entry of this Consent Order. This Consent Order is entered pursuant to chapter 19.146 of
12 Revised Code of Washington (RCW), and RCW 34.05.060 of the Administrative Procedure Act, based on the
13 following:

14
15

AGREEMENT AND ORDER

16 The Department of Financial Institutions, Division of Consumer Services (Department) and Respondent
17 have agreed upon a basis for resolution of the matters alleged in Statement of Charges No. C-09-439-09-SC01
18 (Statement of Charges), entered November 24, 2009, (copy attached hereto). Pursuant to chapter 19.146 RCW,
19 the Mortgage Broker Practices Act and RCW 34.05.060 of the Administrative Procedure Act, Respondent hereby
20 agrees to the Department's entry of this Consent Order and further agrees that the issues raised in the above-
21 captioned matter may be economically and efficiently settled by entry of this Consent Order. The parties intend
22 this Consent Order to fully resolve the Statement of Charges.

23
24

Based upon the foregoing:

25

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

CONSENT ORDER
C-09-439-10-CO01
Ryan A. Anido

1

DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Consumer Services
150 Israel Rd SW
PO Box 41200
Olympia, WA 98504-1200
(360) 902-8703

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

5 **C. Admissions of Facts.** It is AGREED that Respondent admits to the following:

6 1. Respondent has never applied for a loan originator license with the Department.

7 2. From at least September 2007 through at least March 2008, Respondent worked for American
8 Lending Corporation, d/b/a American Lending Corporation of Nevada (American Lending), a mortgage broker
9 licensed by the Department at that time.

10 3. From at least September 2007 through at least March 2008, Respondent assisted at least five
11 borrowers in obtaining residential mortgage loans on property located in the State of Washington by taking
12 residential mortgage loan applications from these borrowers and ordering consumer credit reports for these
13 borrowers, and Respondent was compensated by American Lending for originating these loans.

14 **D. Conclusions of Law.** It is AGREED that, based on the Admissions of Facts in paragraph C of this
15 Consent Order, Respondent violated RCW 19.146.200(1) by engaging in the business of a loan originator without
16 first obtaining and maintaining a loan originator license from the Department.

17 **E. Application for License.** It is AGREED that Respondent shall not apply to the Department for any
18 license under any name for a period of five years from the date of entry of this Consent Order. It is further
19 AGREED that nothing in this Consent Order shall be construed as relieving Respondent from his obligation to
20 comply with the licensing requirements of any laws administered by the Department, including but not limited to
21 the Mortgage Broker Practices Act (RCW 19.146), the Consumer Loan Act (RCW 31.04), the Escrow Agent
22 Registration Act (RCW 18.44), the Uniform Money Services Act (RCW 19.230), and the Check Cashers and
23 Sellers Act (RCW 31.45), and the rules adopted thereunder. It is further AGREED that, should Respondent apply
24

1 to the Department for any license under any name at any time later than five years from the date of entry of this
2 Consent Order, Respondent shall be required to meet any and all application requirements in effect at that time.

3 **F. Rights of Non-Parties.** It is AGREED that the Department does not represent or have the consent of
4 any person or entity not a party to this Consent Order to take any action concerning their personal legal rights. It
5 is further AGREED that for any person or entity not a party to this Consent Order, this Consent Order does not
6 limit or create any private rights or remedies against Respondent, limit or create liability of Respondent, or limit or
7 create defenses of Respondent to any claims.

8 **G. Investigation Fee.** It is AGREED that Respondent shall pay to the Department an investigation fee
9 of \$480, in the form of a cashier's check made payable to the "Washington State Treasurer," upon entry of this
10 Consent Order.

11 **H. Change of Address.** It is AGREED that for the duration of the period this Consent Order is in effect,
12 unless otherwise agreed to in writing by the Department and Respondent, Respondent shall provide the
13 Department with a mailing address and telephone number at which Respondent can be contacted and Respondent
14 shall notify the Department in writing of any changes to his mailing address or telephone number within fifteen
15 calendar days of any such change.

16 **I. Complete Cooperation with the Department (Statements).** It is AGREED that Respondent shall
17 provide the Department truthful and complete sworn statements outlining his activities with respect to American
18 Lending and any and all persons involved or in any way associated with American Lending, including but not
19 limited to owners, employees, independent contractors, agents, businesses and persons with whom American
20 Lending dealt, communicated, or otherwise related. The "sworn statements" may take the form of affidavits,
21 declarations, or deposition testimony, at the Department's discretion. A failure to cooperate fully, truthfully and
22 completely is a breach of this Consent Order.

23 **J. Complete Cooperation with the Department.** In addition to providing sworn statements as
24 described in paragraph I, it is AGREED that Respondent shall cooperate fully, truthfully and completely with the

1 Department and provide any and all information known to him relating in any manner to American Lending and
2 any and all persons involved or in any way associated with American Lending, including but not limited to
3 owners, employees, independent contractors, agents, businesses and persons with whom American Lending dealt,
4 communicated, or otherwise related. It is further AGREED that Respondent shall provide any and all documents,
5 writings or materials, or objects or things of any kind in his possession or under his care, custody, or control that
6 he is authorized to possess, obtain, or distribute relating directly or indirectly to all areas of inquiry and
7 investigation. It is further AGREED that Respondent shall testify fully, truthfully and completely at any and all
8 proceedings related to any Department investigation or enforcement action or both related to American Lending
9 and any Respondents named therein. A failure to cooperate fully, truthfully and completely is a breach of this
10 Consent Order.

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

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

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

19 //
20 //
21 //
22 //
23 //
24 //
25 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

RESPONDENT:

[Redacted]

Ryan A. Anido

4-12-2010
Date

DO NOT WRITE BELOW THIS LINE

THIS ORDER ENTERED THIS 20th DAY OF April, 2010.

[Redacted Signature]

DEBORAH BORTNER
Director
Division of Consumer Services
Department of Financial Institutions

Presented by:

[Redacted]

MARK T. OLSON
Financial Legal Examiner



Approved by:

[Redacted Signature]

JAMES R. BRUSSELBACK
Enforcement Chief

1
2
3
4
5
6
7
8

**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:

NO. C-09-439-09-SC01

RYAN A. ANIDO, Unlicensed Loan Originator,

STATEMENT OF CHARGES and
NOTICE OF INTENTION TO ENTER
AN ORDER TO PROHIBIT FROM INDUSTRY,
IMPOSE FINE, ORDER RESTITUTION,
AND COLLECT INVESTIGATION FEE

Respondent.

9
10
11
12
13
14

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)¹. 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 Director Deborah Bortner, institutes this proceeding and finds as follows:

15
16
17
18
19
20
21
22
23

I. FACTUAL ALLEGATIONS

1.1 Respondent Ryan A. Anido (Respondent) worked for American Lending Corporation, d/b/a American Lending Corporation of Nevada (American)² as a loan originator at all times relevant to this Statement of Charges. Respondent has never applied for a loan originator license with the Department.

1.2 Unlicensed Loan Originator Activity. Respondent assisted at least five borrowers in obtaining residential mortgage loans on property located in the State of Washington (the transactions) from at least September 2007 through at least March 2008. American collected over \$30,000 in mortgage broker fees at the closing of these transactions and paid Respondent over \$12,700 of these fees for originating these loans.

24
25

¹ RCW 19.146 (2006)

² American held a mortgage broker license from the Department from December 2004 until surrender in August 2009. The Department has issued Statement of Charges C-09-437-09-SC01 against American that includes allegations of allowing Respondent to originate loans for American without holding a loan originator license, and of violations of the Act in the origination of those loans.

1 **1.3 Failure to Comply with State Loan Disclosure Requirements.**

2 **A. Loan Fees and Terms.** Respondent did not, within three business days following receipt of a
3 loan application or any moneys from the borrowers, provide borrowers in all of the transactions with full
4 written disclosures containing an itemization and explanation of all fees and costs the borrowers were required
5 to pay in connection with obtaining the residential mortgage loans, specifying the fees inuring to the benefit of
6 American, and containing: the annual percentage rate, finance charge, amount financed, total amount of all
7 payments, amount of each payment, amount of points or prepaid interest and the conditions and terms under
8 which any loan terms might change between the time of disclosure and closing of the loan; and if a variable
9 rate, the circumstances under which the rate might increase, any limitation on the increase, the effect of an
10 increase, and an example of the payment terms resulting from an increase.

11 **B. Lock-In Agreement Disclosure.** Respondent did not, within three business days following
12 receipt of a loan application or receipt of any moneys from the borrowers or entry of a lock-in agreement with
13 the borrowers subsequent to initial disclosures or representation to the borrowers that the borrowers had entered
14 into a lock-in agreement subsequent to initial disclosures, provide borrowers in all of the transactions with full
15 written disclosures containing the cost, terms, duration, and conditions of a lock-in agreement and whether a
16 lock-in agreement had been entered, and whether the lock-in agreement was guaranteed by the mortgage broker
17 or lender, and if a lock-in agreement had not been entered, disclosure in a form acceptable to the Director that
18 the disclosed interest rate and terms were subject to change.

19 **1.4 Failure to Comply with Federal Loan Disclosure Requirements (Truth-In-Lending Act).**

20 Respondent did not provide borrowers in all of the transactions with Truth-in-Lending disclosures (TILs)
21 completed in compliance with the Truth-in-Lending Act and Regulation Z. On these TILs, Respondent: did not
22 accurately disclose the annual percentage rate, finance charge, and amount financed; or did not complete the
23 bottom section of the TIL that identifies the existence of a prepayment penalty, security interest, assumption
24 policy, and late fees; or both.

25

1 **1.5 Failure to Display License Number.** Respondent did not display American's mortgage broker license
2 number on residential mortgage loan applications in all of the transactions.

3 **1.6 On-Going Investigation.** The Department's investigation into the alleged violations of the Act by
4 Respondent continues to date.

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

6 **2.1 Definition of Mortgage Broker.** Pursuant to RCW 19.146.010(12), "Mortgage Broker" means any
7 person who for compensation or gain, or in the expectation of compensation or gain (a) makes a residential
8 mortgage loan or assists a person in obtaining or applying to obtain a residential mortgage loan or (b) holds
9 himself or herself out as being able to make a residential mortgage loan or assist a person in obtaining or
10 applying to obtain a residential mortgage loan.

11 **2.2 Definition of Loan Originator.** Pursuant to RCW 19.146.010(10), "Loan Originator" means a natural
12 person who (a) takes a residential mortgage loan application for a mortgage broker, or (b) offers or negotiates
13 terms of a mortgage loan, for direct or indirect compensation or gain, or in the expectation of direct or indirect
14 compensation or gain. "Loan originator" also includes a person who holds themselves out to the public as able
15 to perform any of these activities. "Loan originator" does not mean persons performing purely administrative or
16 clerical tasks for a mortgage broker. For the purposes of this subsection, "administrative or clerical tasks"
17 means the receipt, collection, and distribution of information common for the processing of a loan in the
18 mortgage industry and communication with a borrower to obtain information necessary for the processing of a
19 loan. A person who holds himself or herself out to the public as able to obtain a loan is not performing
20 administrative or clerical tasks.

21 **2.3 Definition of Borrower.** Pursuant to RCW 19.146.010(3), "Borrower" means any person who consults
22 with or retains a mortgage broker or loan originator in an effort to obtain or seek advice or information on
23 obtaining or applying to obtain a residential mortgage loan for himself, herself, or persons including himself or
24 herself, regardless of whether the person actually obtains such a loan.

25

1 **2.4 Prohibited Acts.** Based on the Factual Allegations set forth in Section I above, Respondent is in
2 apparent violation of RCW 19.146.0201:

- 3 • (1) for directly or indirectly employing a scheme, device or artifice to defraud or mislead borrowers or
4 lenders or any person;
- 5 • (2) for engaging in an unfair or deceptive practice toward any person;
- 6 • (3) for obtaining property by fraud or misrepresentation;
- 7 • (6) for failing to make disclosures to loan applicants and noninstitutional investors as required by RCW
8 19.146.030 and any other applicable state or federal law;
- 9 • (7) for making, in any manner, any false or deceptive statement or representation with regard to the
10 rates, points, or other financing terms or conditions for a residential mortgage loan or engaging in bait
11 and switch advertising;
- 12 • (11) for failing to comply with any requirements of the Truth-in-Lending Act, 15 U.S.C. Sec. 1601, and
13 Regulation Z, 12 C.F.R. Sec. 226;
- 14 • (15) for failing to comply with any provision of RCW 19.146.030 through 19.146.080.

15 **2.5 Requirement to Disclose Residential Mortgage Loan Fees and Terms.** Based on the Factual
16 Allegations set forth in Section I above, Respondent is in apparent violation of RCW 19.146.030(1) & (2)(a) for
17 failing, within three business days following receipt of a loan application or any moneys from the borrowers, to
18 provide borrowers with full written disclosures containing an itemization and explanation of all fees and costs
19 the borrowers were required to pay in connection with obtaining residential mortgage loans, specifying the fees
20 inuring to the benefit of American, and containing: the annual percentage rate, finance charge, amount financed,
21 total amount of all payments, amount of each payment, amount of points or prepaid interest and the conditions
22 under which any loan terms might change between the time of disclosure and closing of the loan; and if a
23 variable rate, the circumstances under which the rate might increase, any limitation on the increase, the effect of
24 an increase, and an example of the payment terms resulting from an increase.

25

1 **2.6 Requirement to Disclose Lock-In Agreement Information.** Based on the Factual Allegations set
2 forth in Section I above, Respondent is in apparent violation of RCW 19.146.030(1), (2)(c), & (3) for failing,
3 within three business days following receipt of a loan application or receipt of any moneys from the borrowers
4 or entry of a lock-in agreement with the borrowers subsequent to initial disclosures or representation to the
5 borrowers that the borrowers had entered into a lock-in agreement subsequent to initial disclosures, to provide
6 borrowers with full written disclosures containing the cost, terms, duration, and conditions of a lock-in
7 agreement and whether a lock-in agreement had been entered, and whether the lock-in agreement was
8 guaranteed by the mortgage broker or lender, and if a lock-in agreement had not been entered, disclosure in a
9 form acceptable to the Director that the disclosed interest rate and terms were subject to change.

10 **2.7 Requirement to Provide Complete and Accurate Truth-In-Lending Disclosures.** Based on the
11 Factual Allegations set forth in Section I above, Respondent is in apparent violation of Regulation Z, 12 C.F.R.
12 Sec. 226.18 for failing to provide complete and accurate Truth-In-Lending disclosures to borrowers.

13 **2.8 Requirement to Obtain and Maintain Loan Originator License.** Based on the Factual Allegations
14 set forth in Section I above, Respondent is in apparent violation of RCW 19.146.200(1) and WAC 208-660-
15 155(1) for engaging in the business of a loan originator without first obtaining and maintaining a loan originator
16 license under the Act.

17 **2.9 Requirement to Display License Number.** Based on the Factual Allegations set forth in Section I
18 above, Respondent is in apparent violation of WAC 208-660-350(26) for failing to display the name and license
19 number of the mortgage broker the loan originator is associated with when taking residential mortgage loan
20 applications.

21 III. AUTHORITY TO IMPOSE SANCTIONS

22 **3.1 Authority to Prohibit from the Industry.** Pursuant to RCW 19.146.220(5)(a), the Director may issue
23 orders removing from office or prohibiting from participation in the conduct of the affairs of a licensed
24 mortgage broker, or both, any officer, principal, employee, or loan originator of any licensed mortgage broker
25

1 or any person subject to licensing under the Act for any violation of RCW 19.146.0201(1) through (9), RCW
2 19.146.030 through RCW 19.146.080, or RCW 19.146.200.

3 **3.2 Authority to Impose Fine.** Pursuant to RCW 19.146.220(3)(a), the Director may impose fines on an
4 employee, loan originator, independent contractor, or agent of the licensee, or other person subject to the Act
5 for any violation of RCW 19.146.0201(1) through (9), RCW 19.146.030 through RCW 19.146.080, or RCW
6 19.146.200.

7 **3.3 Authority to Order Restitution.** Pursuant to RCW 19.146.220(2)(e), the Director may order restitution
8 against licensees or any other persons subject to the Act for any violation of the Act.

9 **3.4 Authority to Collect Investigation Fee.** Pursuant to RCW 19.146.228(2) and WAC 208-660-550(4)(a),
10 the Department will charge forty-eight dollars per hour for an examiner's time devoted to an investigation of the
11 books and records of a licensee or other person subject to the Act.

12 IV. NOTICE OF INTENTION TO ENTER ORDER

13 Respondent's violations of the provisions of chapter 19.146 RCW and chapter 208-660 WAC, as set forth
14 in the above Factual Allegations, Grounds for Entry of Order, and Authority to Impose Sanctions, constitute a basis
15 for the entry of an Order under RCW 19.146.220, RCW 19.146.221 and RCW 19.146.223. Therefore, it is the
16 Director's intention to ORDER that:

- 17 **4.1** Respondent Ryan A. Anido be prohibited from participation in the conduct of the affairs of any mortgage
18 broker subject to licensure by the Director, in any manner, for a period of five years.
- 19 **4.2** Respondent Ryan A. Anido pay a fine. As of the date of this Statement of Charges, the fine totals \$15,000.
- 20 **4.3** Respondent Ryan A. Anido pay restitution to all borrowers for any violation of the Act by Respondent, in
21 an amount to be determined at hearing.
- 22 **4.4** Respondent Ryan A. Anido pay an investigation fee. As of the date of this Statement of Charges, the
23 investigation fee totals \$144.

24 //
25 //
//
//
//
//
//
//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

V. AUTHORITY AND PROCEDURE

This Statement of Charges and Notice of Intention to Enter an Order to Prohibit from Industry, Impose Fine, Order Restitution, and Collect Investigation Fee (Statement of Charges) is entered pursuant to the provisions of RCW 19.146.220, RCW 19.146.221, RCW 19.146.223 and RCW 19.146.230, and is subject to the provisions of chapter 34.05 RCW (The Administrative Procedure Act). Respondent may make a written request for a hearing as set forth in the NOTICE OF OPPORTUNITY TO DEFEND AND OPPORTUNITY FOR HEARING accompanying this Statement of Charges.

Dated this 24th day of November, 2009.

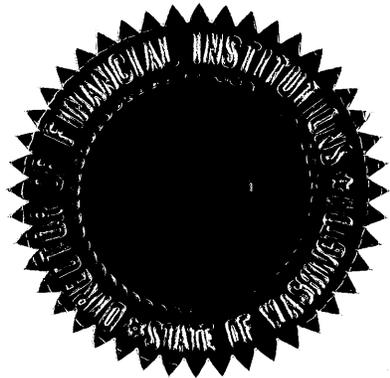
[Redacted Signature]

DEBORAH BORTNER
Director
Division of Consumer Services
Department of Financial Institutions

Presented by:

[Redacted Signature]

MARK T. OLSON
Financial Examiner



Approved by:

[Redacted Signature]

JAMES R. BRUSSELBACK
Enforcement Chief