

**ORDER SUMMARY – Case Number: C-13-1205**

**Name(s):** Alliance Loss Mitigation LLC  
Matthew Joel Side

**Order Number:** C-13-1205-14-CO01

**Effective Date:** September 23, 2014

**License Number:** Alliance: DFI: 58063 NMLS # 392916  
Side: DFI: 28825 NMLS # 394240

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

**License Effect:** Stayed revocation pending compliance examinations

**Not Apply Until:**

**Not Eligible Until:**

**Prohibition/Ban Until:**

<b>Investigation Costs</b>	\$2,596.80	Due	Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date 9/23/14
<b>Fine</b>	\$50,000	Due	Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date: \$10,000 pd 9/23/14
<b>Assessment(s)</b>	\$	Due	Paid <input type="checkbox"/> Y <input type="checkbox"/> N	Date
<b>Restitution</b>	\$1,325	Due: 3/24/2015	Paid <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Date
<b>Judgment</b>	\$	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: \$40,000 fine stayed pending compliance exams, remedial actions, and record retention.

**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-13-1205-14-CO01

CONSENT ORDER

ALLIANCE LOSS MITIGATION, LLC,  
and MATTHEW J. SIDE, NMLS # 394240,  
Managing Member,

Respondents.

COME NOW the Director of the Department of Financial Institutions (Director), through his designee Deborah Bortner, Division Director, Division of Consumer Services, and Alliance Loss Mitigation, LLC (Respondent Alliance), and Matthew Joel Side, Managing Member (Respondent Side), and finding that the issues raised in the above-captioned matter may be economically and efficiently settled, agree to the entry of this Consent Order. This Consent Order is entered pursuant to chapter 19.146 of the Revised Code of Washington (RCW), and RCW 34.05.060 of the Administrative Procedure Act, based on the following:

**AGREEMENT AND ORDER**

The Department of Financial Institutions, Division of Consumer Services (Department) and Respondents have agreed upon a basis for resolution of the matters alleged in Statement of Charges No. C-13-1205-14-SC01 (Statement of Charges), entered March 6, 2014, (copy attached hereto). Pursuant to chapter 19.146 RCW, the Mortgage Broker Practices Act (Act), and RCW 34.05.060 of the Administrative Procedure Act, Respondents hereby agree to the Department's entry of this Consent Order and further agree that the issues raised in the above-captioned matter may be economically and efficiently settled by entry of this Consent Order. The parties intend this Consent Order to fully resolve the Statement of Charges.

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CONSENT ORDER  
C-13-1205-14-CO01  
Alliance Loss Mitigation, LLC and  
Matthew J. Side, Managing Member

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, or of the resolution reached  
7 herein. Accordingly, Respondents, by their signatures below, withdraw their appeal to the Office of  
8 Administrative Hearings.

9 **C. Stayed License Revocation.** It is AGREED that Respondent Alliance's mortgage broker  
10 license and Respondent Side's loan originator license are subject to revocation. It is further  
11 AGREED that said revocation shall be stayed for a period of twenty-four (24) months, and that  
12 Respondents shall be subject to two compliance examinations during the twenty-four (24) month  
13 stayed revocation period, to be conducted by the Department at the Department's discretion and  
14 pursuant to the requirements of WAC 208-660-510. It is further AGREED that the first examination  
15 will cover the time period from the date of entry of the Consent Order forward. Respondents  
16 AGREE to pay all costs associated with these examinations within 30 days of receipt of an invoice.  
17 Respondents further AGREE to promptly respond to and address any and all issues, if any, identified  
18 in the compliance examinations to the satisfaction of the Department. It is further AGREED that if  
19 the Department does not seek to lift the stay and impose the revocation within the twenty-four (24)  
20 month stay period, said revocation will be deemed withdrawn without further action being required  
21 by either party. Subject to paragraph D, nothing in this Consent Order shall prohibit Respondents  
22 from continuing to engage in mortgage broker and loan originator activity pursuant to Respondent  
23 Alliance's mortgage broker license and Respondent Side's loan originator license during the period  
24 of stayed revocation imposed by this Consent Order.

1       **D. Lifting of Stay and Imposing Revocation.** It is AGREED that:

- 2               1. If, as a result of either compliance examination set forth above, the Department
- 3               determines that Respondents have not complied with the Act to a degree sufficient to
- 4               warrant revocation, and the Department accordingly seeks to lift the stay and impose
- 5               the revocation set forth in section C above, the Department will first notify
- 6               Respondents in writing of its determination.
- 7               2. The Department's notification will include:
- 8                     a)       A description of the alleged noncompliance;
- 9                     b)       A statement that because of the noncompliance, the Department seeks
- 10                    to lift the stay and impose the revocation;
- 11                    c)       An opportunity for Respondents to contest the Department's
- 12                    determination of noncompliance in an administrative hearing before an
- 13                    Administrative Law Judge (ALJ) from the Office of Administrative
- 14                    Hearings (OAH); and
- 15                    d)       A copy of this Consent Order. The notification and hearing process
- 16                    provided in this Consent Order applies only to this Consent Order. It is
- 17                    solely provided in the event Respondents choose to contest the
- 18                    Department's determination of noncompliance.
- 19               3. Respondents will be afforded ten (10) business days from the date of receipt of the
- 20               Department's notification to submit a written request to the Department for an
- 21               administrative hearing to be held before an ALJ of OAH.
- 22               4. Respondents, in addition to their request for hearing, may provide a written response
- 23               to include any information pertaining to the alleged noncompliance.
- 24

- 1           5. This administrative hearing shall be expedited and follow the timing and processes  
2           described in this Consent Order.
- 3           6. If requested, the hearing will be held within fifteen (15) business days (or as soon as  
4           the schedule of the ALJ permits) from the due date for Respondents' request for  
5           hearing or from the date of receipt of Respondents' timely request for hearing,  
6           whichever is sooner. The parties will accommodate the prompt scheduling of the  
7           hearing.
- 8           7. The scope and issues of the hearing are limited solely to whether or not Respondents  
9           are in violation of the Act to a degree sufficient to warrant license revocation.
- 10          8. At the conclusion of the hearing, the ALJ will issue an initial decision. Either party  
11          may file a Petition for Review with the Director of the Department.
- 12          9. If Respondents do not request a hearing within the stated time, the Department will  
13          immediately revoke Respondent Alliance's mortgage broker license and Respondent  
14          Side's loan originator license and pursue whatever action it deems necessary to  
15          enforce the revocations.

16          **E. Remedial Actions.** It is AGREED that Respondents shall take the following actions to  
17          conduct activity in compliance with the Act:

- 18           1. Specify fees earned from Respondents' short sale activities as "short sale negotiation  
19           fees" in its communications with consumers, lenders, and settlement agents;
- 20           2. Provide all documents, including all addenda, associated with the short sale  
21           transactions, to all parties in the transaction;
- 22           3. Give notice to seller's lender by providing a copy of the assignment document and  
23           disclosing this assignment on the HUD-1 if any portion of an FHA Seller Incentive or  
24           HAFA Seller Incentive intended for the seller will be assigned to Respondents;

1           4. Accurately disclose Respondent Alliance's license name and NMLS number on any  
2           media and disclosures created by Respondents; and

3           5. Comply with RCW 19.146.103 by refraining from engaging in activities as described  
4           in Section 1.2 of the Statement of Charges.

5           **F. Fine.** It is AGREED that Respondents shall pay a fine to the Department in the amount of  
6           \$50,000, of which \$40,000 shall be stayed during the twenty-four (24) month stayed revocation. It is  
7           further AGREED that if the Department does not seek to lift the stay and impose the revocation  
8           within the twenty-four (24) month stay period, and any adjudicative proceeding related to this matter  
9           does not recommend revocation of Respondents' licenses, the stayed portion of the fine shall no  
10          longer be due and owing as of the end of the twenty-four (24) month revocation period or the date of  
11          the adjudicative order. The remaining \$10,000 fine must be paid in the form of a cashier's check  
12          made payable to the "Washington State Treasurer" upon entry of this Consent Order.

13          **G. Restitution.** It is AGREED that Respondents will pay restitution to two consumers, K.B.  
14          in the amount of \$575, and N.B. in the amount of \$750. It is further AGREED that Respondents shall  
15          provide documentation of this restitution to the Department within six months of entry of this  
16          Consent Order. At the end of six months, it is further AGREED that Respondents will escheat any  
17          funds which Respondents are unable to disburse to the proper party to the Department of Revenue in  
18          the manner required by chapter 63.29 RCW, the Uniform Unclaimed Property Act.

19          **H. Investigation Fee.** It is AGREED that Respondents shall pay to the Department an  
20          investigation fee of \$2,596.80 in the form of a cashier's check made payable to the "Washington  
21          State Treasurer" upon entry of this Consent Order. The \$10,000 portion of the Fine that is due upon  
22          entry and Investigation Fee may be paid together in one \$12,596.80 cashier's check made payable to  
23          the "Washington State Treasurer."

24          //  
CONSENT ORDER  
C-13-1205-14-CO01  
Alliance Loss Mitigation, LLC and  
Matthew J. Side, Managing Member

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

6       **J. Records Retention.** It is AGREED that Respondent Alliance, its officers, employees,  
7 and agents shall maintain records in compliance with the Act and provide the Director with the  
8 location of the books, records and other information relating to Respondent Alliance's mortgage  
9 broker business, and the name, address and telephone number of the individual responsible for  
10 maintenance of such records in compliance with the Act.

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

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

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

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

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1 **RESPONDENTS:**

2 **Alliance Loss Mitigation, LLC**

3 By:

4 [REDACTED]  
Matthew J. Side/  
Managing Member

09/19/2014

Date

5 [REDACTED]  
6 Matthew J. Side/  
Individually

09/19/2014

Date

7 Approved as to form:

8 [REDACTED]  
9 Robert R. Rowley, WSBA No. 24128  
Attorney at Law  
10 Robert R. Rowley, P.S.  
Attorney for Respondents

9/19/14  
Date

11 DO NOT WRITE BELOW THIS LINE

12 THIS ORDER ENTERED THIS 23<sup>rd</sup> DAY OF September, 2014.



18 [REDACTED]  
19 DEBORAH BORTNER  
Director, Division of Consumer Services  
Department of Financial Institutions

20 Presented by:

21 [REDACTED]  
22 SHANA L. OLIVER  
Financial Legal Examiner

23 Approved by:

24 [REDACTED]  
CHARLES E. CLARK  
Enforcement Chief

CONSENT ORDER  
C-13-1205-14-CO01  
Alliance Loss Mitigation, LLC and  
Matthew J. Side, Managing Member



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### Respondents.

1 **1.2 Prohibited Acts – M.W. Transaction.** During the course of a short sale negotiation  
2 conducted by Respondents from approximately February 2011 through September 2011, Respondents  
3 made deceptive statements regarding the financial position of the seller, M.W., to the seller's lender.  
4 Respondents also made misrepresentations about the buyer's financial position to the second  
5 mortgage lienholder. Additionally, during this negotiation Respondents also withheld documents  
6 from the seller's lender. Respondents negotiated with the second mortgage lienholder for a payment  
7 made outside of closing in order to ensure that the short sale, in which Respondents had a financial  
8 interest, would close. At closing, Respondents facilitated a payment to the second mortgage  
9 lienholder for M.W.'s property which was not accounted for on the HUD-1 Settlement Statement.  
10 The escrow agent disbursed an \$8,000 check payable to Respondent Alliance. Respondent Side then  
11 presented a check to the second mortgage lienholder for \$8,680, which included \$680 paid by  
12 Respondents. Approximately three months after M.W.'s transaction closed, Respondent Side also  
13 agreed to write a back-dated letter and provide it to the escrow agent to account for the payment  
14 made to the second mortgage lienholder outside of closing.

15 **1.3 Failure to Comply with Department Directives.** On or about February 8, 2012, the  
16 Department issued a directive to Respondent Alliance, requesting documents related to the M.W.  
17 transaction. The directive requested "the entire loan file for sellers [M.W.] including... purchase and  
18 sale agreement (including addenda, if any)..." Respondents provided a response to the Department  
19 on or about February 23, 2012. In its review of the response, the Department noted that Respondents  
20 did not include the Short Sale Addendum to the Purchase and Sale Agreement for the M.W.  
21 transaction.

22 **1.4 Examination.** The Department conducted an on-site examination of Respondent Alliance  
23 from June 10, 2013, through June 13, 2013. The scope of this examination included a review of  
24 Respondent Alliance's business practices from March 1, 2011, through April 30, 2013, and included

1 a review of loan files related to Respondents' short sale negotiation on behalf of 37 Washington  
2 property sellers. As a result of the examination, the Department discovered violations of the Act as  
3 outlined below.

4 **1.5 Omissions and Misrepresentations to Seller's Lender.** In each of the 37 short sale  
5 transactions reviewed during the examination, the Department noted that Respondents failed to  
6 provide to the seller's lender an addendum to the Purchase and Sale Agreement between the seller  
7 and the buyer during the short sale negotiation process (Alliance Addendum). The Alliance  
8 Addendum is an integral part of the Purchase and Sale Agreement as it contains the language, "The  
9 following is part of the Purchase and Sale Agreement... the parties here agree that, despite any  
10 language in the contract to the contrary, the contract is expressly contingent upon the following terms  
11 and conditions..." The Alliance Addendum between the seller and the buyer provides that  
12 Respondent Alliance will be paid by a fee charged to the buyer, the cost of which is then offset by a  
13 "seller's credit" from the seller's lender in the same amount.

14 The apparent function of the Alliance Addendum is to obtain payment for Respondents'  
15 services in the guise of a "seller credit" that most lenders typically approve during the short sale  
16 process. However, because the Alliance Addendum is withheld from the seller's lender, the seller's  
17 lender is unaware that it is furnishing the funds to the buyer who has agreed to pay those funds to  
18 Respondents. The seller, who originally contracted with Respondents for services, paid nothing  
19 toward Respondents' fees, while the buyer "paid" Respondents' fees using funds received from the  
20 seller's lender.

21 As part of the short sale negotiation with seller's lender, Respondents were required to submit  
22 an Estimated HUD-1 Settlement Statement (Estimated HUD) to the seller's lender detailing the  
23 specific costs and charges associated with the sale of the property. In at least 36 short sale  
24 transactions negotiated by Respondents on behalf of sellers, Respondents failed to disclose to the

seller's lender that Respondents were being compensated for short sale negotiation services. In at least 23 transactions, the Estimated HUD misrepresented fees for the services provided by Respondents as "mortgage broker" fees and "document review" fees, not "short sale negotiation" fees. Additionally, these fees were listed on the Estimated HUD as being paid for by the buyer, not the seller. In at least 8 transactions, the Estimated HUD provided by Respondents to the seller's lender inaccurately identified the fees paid by the seller as "document review" or "title exam" fees.

**1.6 Failure to Specify Fees Inuring to Respondents' Benefit.** In at least 5 transactions, the Estimated HUD provided to the seller's lender did not disclose any services provided by Respondents. In at least 27 transactions, the Estimated HUD disclosed services for which fees were charged, but did not identify that the fees would inure to Respondents. In at least 7 transactions, the Estimated HUD and Final HUD-1 Settlement Statement (Final HUD) disclosed that all or a portion of the seller's FHA or HAFA incentive was assigned, but did not specify Respondent Alliance as the assignee. Examples of typical fees identified on the Estimated HUD and Final HUD are as follows<sup>1</sup>:

Estimated HUD fee(s):	Payable to:	Final HUD fee(s):	Payable to:
• \$1,000 Assignment of FHA seller incentive	Not specified	• \$849.15 Assignment of FHA seller incentive	Not specified
• \$595 Title exam fee	Not specified	• \$595 Title exam fee	ALM
• \$3,050 Mortgage broker fee	Not specified	• \$3,142.95 Broker services	Alliance Short Sales
• \$2,800 Document review fee [both fees "paid" by buyer]	Not specified	["paid" by buyer]	
No fees disclosed		• \$750 Title review fee	Not specified
• Fee either undisclosed or shown as a \$2,475 loan discount fee	"TBD"	• \$2,475 Loss mitigation fee ["paid" by buyer]	ALM
• \$4,400 Mortgage broker fee	Not specified	• \$7,500 Negotiation fee	Not specified
• \$3,100 Document review fee [both fees "paid" by buyer]	Not specified	["paid" by buyer]	

<sup>1</sup> Fees listed as paid by seller unless otherwise specified.

1 **1.7 Increased Fees Between MARS-2 Disclosure and HUD-1.** In at least two transactions,  
2 Respondents increased the fees charged for its short sale services from the time of the Mortgage  
3 Assistance Relief Services (MARS) fee disclosure to the time of closing, without any apparent re-  
4 disclosure of the increase in fees. This increase in fees affected at least two customers, K.B. (increase  
5 of \$575) and N.B. (increase of \$750).

6 **1.8 Improper Use of a Trade Name on Documents.** In at least 37 files, Respondents used  
7 Respondent Alliance's trade name, "Alliance Short Sales" on several documents provided to  
8 customers without including Respondent Alliance's license number or main office license name.

9 **1.9 Advertisements.** Respondents' YouTube channel offers informational videos related to short  
10 sales under the name "Alliance Short Sales." Neither Respondent Alliance's license number nor its  
11 main office license name appear to be included in the videos or the accompanying descriptions.

12 **1.10 On-Going Investigation.** The Department's investigation into the alleged violations of the  
13 Act by Respondents continues to date.

## 14 **II. GROUNDS FOR ENTRY OF ORDER**

15 **2.1 Prohibited Acts.** Based on the Factual Allegations set forth in Section I above, Respondents  
16 are in apparent violation of RCW 19.146.0201(1), (2), (3), (7), and (11) for: directly or indirectly  
17 employing a scheme, device or artifice to defraud or mislead borrowers or lenders or any person;  
18 engaging in an unfair or deceptive practice toward any person, obtaining property by fraud or  
19 misrepresentation; making, in any manner, any false or deceptive statement or representation with  
20 regard to the rates, points, or other financing terms or conditions for a residential mortgage loan; and  
21 failing to comply with state and federal laws applicable to the activities governed by Chapter 19.146  
22 RCW. Respondents are also in apparent violation of RCW 19.146.085, which requires licensees to  
23 abstain from deception and practice honesty and equity in all matters related to their profession.

24 Respondents are similarly in apparent violation of RCW 19.146.103(1), which prohibits licensees

1 from giving a thing of value to any person as an inducement in a transaction in which the licensee has  
2 a financial interest. Respondents are also in apparent violation of RCW 19.144.080, which prohibits  
3 any person in connection with brokering a residential mortgage loan from directly or indirectly  
4 defrauding or materially misleading any lender or engaging in any unfair or deceptive practice,  
5 knowingly making any misstatement, misrepresentation, or omission during the mortgage lending  
6 process knowing it may be relied on by any party to the mortgage lending process, and receiving  
7 something of value in connection with a residential mortgage closing that this person knew resulted  
8 from a violation of RCW 19.144.080.

9 **2.2 Requirement to Comply with Department Directives.** Based on the Factual Allegations set  
10 forth in Section I above, Respondents are in apparent violation of RCW 19.146.235 for failing to  
11 provide a complete response to the Department's directive.

12 **2.3 Requirement to Use Mortgage Broker Name or License Number with Trade Name.**  
13 Based on the Factual Allegations set forth in Section I above, Respondents are in apparent violation  
14 of WAC 208-660-180(9) for only using their trade name on advertisements and disclosures provided  
15 to borrowers and lenders.

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### III. AUTHORITY TO IMPOSE SANCTIONS

**3.1 Authority to Issue an Order to Cease and Desist.** Pursuant to RCW 19.146.220(4), the Director may issue orders directing a licensee, its employee, loan originator, independent contractor, agent, or other person subject to the Act to cease and desist from conducting business.

**3.2 Authority to Revoke License.** Pursuant to RCW 19.146.220(2), the Director may revoke licenses for any violation of the Act.

**3.3 Authority to Prohibit from Industry.** Pursuant to RCW 19.146.220(5), the Director may issue orders removing from office or prohibiting from participation in the conduct of the affairs of a licensed mortgage broker, or both, any officer, principal, employee, or loan originator of any licensed mortgage broker or any person subject to licensing under the Act for any violation of RCW 19.146.0201(1) through (9) or (13), RCW 19.146.030 through RCW 19.146.080, RCW 19.146.200, RCW 19.146.205(4), or RCW 19.146.265.

**3.4 Authority to Impose Fine.** Pursuant to RCW 19.146.220(2), the Director may impose fines against a licensee or other persons subject to the Act for failure to comply with any directive, order, or subpoena of the Director, or for any other violation of the Act.

**3.5 Authority to Collect Investigation Fee.** Pursuant to RCW 19.146.228(2), WAC 208-660-520(9) & (11), and WAC 208-660-550(4)(a), the Department will charge forty-eight dollars per hour for an examiner's time devoted to an investigation of a licensee or other person subject to the Act.

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#### IV. NOTICE OF INTENTION TO ENTER ORDER

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

- 4.1 Respondents Alliance Loss Mitigation, LLC and Matthew J. Side cease and desist from engaging in deceptive acts or practices, including but not limited to misrepresenting short sale negotiation fees and withholding documents from any parties with an interest in the short sale transaction.
- 4.2 Respondent Alliance Loss Mitigation, LLC's license to conduct the business of a mortgage broker be revoked.
- 4.3 Respondent Matthew J. Side's license to conduct the business of a loan originator be revoked.
- 4.4 Respondent Alliance Loss Mitigation, LLC be prohibited from participation in the conduct of the affairs of any mortgage broker subject to licensure by the Director, in any manner, for a period of 5 years.
- 4.5 Respondent Matthew J. Side be prohibited from obtaining any license issued by the Director for a period of 5 years.
- 4.6 Respondents Alliance Loss Mitigation, LLC and Matthew J. Side jointly and severally pay a fine. As of the date of this Statement of Charges, the fine totals \$75,000.
- 4.7 Respondents Alliance Loss Mitigation, LLC and Matthew J. Side jointly and severally pay an investigation fee. As of the date of this Statement of Charges, the investigation fee totals \$2,596.80.
- 4.8 Respondents Alliance Loss Mitigation, LLC and Matthew J. Side jointly and severally maintain records in compliance with the Act and provide the Department with the location of the books, records and other information relating to Respondent Alliance Loss Mitigation, LLC's mortgage broker business, and the name, address and telephone number of the individual responsible for maintenance of such records in compliance with the Act.



1 **V. AUTHORITY AND PROCEDURE**

2 This Statement of Charges is entered pursuant to the provisions of RCW 19.146.220, RCW  
3 19.146.221, RCW 19.146.223, and RCW 19.146.230, and is subject to the provisions of chapter  
4 34.05 RCW (The Administrative Procedure Act). Respondents may make a written request for a  
5 hearing as set forth in the NOTICE OF OPPORTUNITY TO DEFEND AND OPPORTUNITY FOR  
6 HEARING accompanying this Statement of Charges.

7  
8 Dated this 6<sup>th</sup> day of March, 2014.



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DEBORAH BORTNER  
Director  
Division of Consumer Services  
Department of Financial Institutions

17 Presented by:

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SHANA L. OLIVER  
Financial Legal Examiner

21 Approved by:

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CHARLES E. CLARK  
Enforcement Chief