

ORDER SUMMARY – Case Number: C-17-2132

Names: Precision Paralegal Services LLC; Integrity Partners LLC;
Terry Walden

Order Number: C-17-2132-20-CO07

Effective Date: 8/26/20

NMLS Identifier: U/L Entity Precision ID 1967430, Integrity ID 1967427, T Walden ID 1967424

License Effect: N/A

Not Apply Until: 3/11/2025

Not Eligible Until: 3/11/2025

Prohibition/Ban Until: 3/11/2025

Investigation Costs and Costs of Prosecution	\$40,000	Due \$29,000	Paid <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Date
Fine	\$90,000	Due \$5,000	Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Date 3/10/2020
Restitution	\$32,500	Due \$30,787	Paid <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Date
	No. of Victims:	20		

Comments: The parties agree that Respondents may change their method of payment. All other provisions of Consent Order No. C-17-2132-20-CO02 and Amended Consent Order No. C-17-2132-20-CO06 remain in effect.

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 INTEGRITY PARTNERS LLC; PRECISION
9 PARALEGAL SERVICES LLC d/b/a Precision
10 Paralegal Services and Precision Paralegals,
11 TERRY WALDEN, Principal of Integrity
12 Partners LLC and Precision Paralegal Services
13 LLC; JESSICA WALDEN, Member of Integrity
14 Partners LLC and Precision Paralegal Services
15 LLC; INMN INC.; WILLIAM J. KANE,
16 Principal of INMN Inc. WILLIAM KANE II,
17 Principal of INMN Inc.; EMERY LAW LLC
18 d/b/a Emery Law; MELANIE ANNE EMERY,
19 Member of Emery Law LLC and Sole Proprietor
20 of Emery Law; BRUNTY LAW FIRM, INC.
21 d/b/a Brunty Law Firm; MARK A. BRUNTY,
22 Officer of Brunty Law Firm, Inc. and Sole
23 Proprietor d/b/a Brunty Law Firm; and ROBERT
24 G. BACON, Sole Proprietor d/b/a Bacon Law
Firm,

Respondents.

No.: C-17-2132-20-CO07

SECOND AMENDED CONSENT ORDER
AS TO INTEGRITY PARTNERS LLC,
PRECISION PARALEGAL SERVICES LLC,
AND TERRY WALDEN

16 COMES NOW the Director of the Department of Financial Institutions (Director),
17 through his designee Lucinda Fazio, Division of Consumer Services Director, and Integrity
18 Partners LLC, Precision Paralegal Services LLC, and Terry Walden (collectively Respondents)
19 and agree to the entry of this Second Amended Consent Order (Second Amended Order). This
20 Second Amended Order is entered pursuant to chapter 19.146 Revised Code of Washington
21 (RCW) and RCW 34.05.060 of the Administrative Procedure Act, based upon the following:
22
23

1 **AGREEMENT**

2 The Department of Financial Institutions, Division of Consumer Services (Department)
3 and Respondents entered into Consent Order No. C-17-2132-20-CO02 (Consent Order) on or
4 about March 11, 2020, and into Amended Consent Order No. C-17-2132-20-CO06 (Amended
5 Order) on or about April 29, 2020. In the Consent Order, the parties agreed that Respondents
6 would pay restitution to consumers and pay an investigation fee and costs of prosecution (Fees
7 and Costs) to in the form of a cashier’s check. The Department and Respondents agree that
8 payment in the form of a cashier’s check may not be feasible at this time. Based upon the
9 foregoing:

10 A. **Restitution.** It is AGREED that Respondents shall pay restitution to as set forth in
11 Appendix A of the Amended Order and that such payments may be in the form of a check drawn
12 on a business checking account.

13 B. **Fees and Costs.** It is AGREED that Respondents shall pay the remaining in Fees and
14 Costs to the Department as set forth in Appendix B of the Amended Order and that such
15 payments may be paid electronically.

16 C. **Returned Payments.** It is AGREED that making any payment pursuant to this
17 Agreement that is later returned as unpayable is a violation of the Consent Order. It is further
18 AGREED that, if any payment is returned as unpayable, Respondents shall immediately resend
19 the payment and reimburse the payee for any expenses incurred as a result of the returned
20 payment. Any resent payment and reimbursement shall be made in in the form of a cashier’s
21 check and may be payable together in one cashier’s check.

1 **D. Other Terms Shall Remain in Effect.** It is AGREED that all terms of the Consent
2 Order and Amended Order, other than those amended by this Second Amended Order, shall
3 remain in full force and effect.

4 **E. Voluntarily Entered.** It is AGREED that Respondents have voluntarily entered into
5 this Second Amended Order, which is effective when signed by the Director's designee.

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

8 **G. Authority to Execute Order.** It is AGREED that the undersigned representatives
9 have represented and warranted that they have the full power and right to execute this Second
10 Amended Order on behalf of Respondents.

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

15 **RESPONDENTS:**

16 Integrity Partners LLC

17 By:

18 /s/ _____
19 Terry Walden
20 Manager

8-26-20 _____
Date

21 Precision Paralegal Services LLC

22 By:

23 /s/ _____
Terry Walden
Manager

8-26-20 _____
Date

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/s/
Terry Walden
Individually

8-26-20
Date

Approved for Entry:

/s/
Abigail Zoe Staggers, WSBA No.
43962 Tomlinson Bomszyk Russ
Attorney for Respondents

8/26/20
Date

DO NOT WRITE BELOW THIS LINE

THIS ORDER ENTERED THIS 26th DAY OF August, 2020.

/s/
Lucinda Fazio, Director
Division of Consumer Services
Department of Financial Institutions

Presented by:

/s/
AMANDA J. HERNDON
Financial Legal Examiner

Approved by:

/s/
STEVEN C. SHERMAN
Enforcement Chief

1 **AGREEMENT**

2 The Department of Financial Institutions, Division of Consumer Services (Department)
3 and Respondents entered into Consent Order No. C-17-2132-20-CO02 (Consent Order) on or
4 about March 11, 2020. In the Consent Order, the parties agreed that Respondents would pay
5 restitution to consumers and pay an investigation fee and costs of prosecution (Fees and Costs) to
6 the Department on a schedule agreed upon by the parties. The Department and Respondents
7 agree that the schedule is no longer feasible. Based upon the foregoing:

8 **A. Restitution.** It is AGREED that Respondents shall pay restitution to every consumer
9 listed in Appendix A as set forth in Appendix A.

10 **B. Fees and Costs.** It is AGREED that Respondents shall pay the remaining \$30,000 in
11 Fees and Costs to the Department as set forth in Appendix B.

12 **C. Other Terms Shall Remain in Effect.** It is AGREED that all terms of the Consent
13 Order other than those amended in paragraphs A and B of this Agreed Order shall remain in full
14 force and effect.

15 **D. Voluntarily Entered.** It is AGREED that Respondents have voluntarily entered into
16 this Agreed Order, which is effective when signed by the Director’s designee.

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

19 **F. Authority to Execute Order.** It is AGREED that the undersigned representatives
20 have represented and warranted that they have the full power and right to execute this Agreed
21 Order on behalf of Respondents.

22 **G. Counterparts.** This Agreed Order may be executed by the Respondents in any
23 number of counterparts, including by facsimile or e-mail of a .pdf or similar file, each of which

1 shall be deemed to be an original, but all of which, taken together, shall constitute one and the
2 same Agreed Order.

3
4 **RESPONDENTS:**

5 Integrity Partners LLC

6 By:

7 /s/
Terry Walden
8 Manager

4-29-20
Date

9 Precision Paralegal Services LLC

10 By:

11 /s/
Terry Walden
12 Manager

4-29-20
Date

13 /s/
14 Terry Walden
Individually

4-29-20
Date

15
16 Approved for Entry:

17 /s/
Abigail Zoe Staggars, WSBA No.
18 43962 Tomlinson Bomsztyk Russ
Attorney for Respondents

4-29-20
Date

1 **AGREEMENT AND ORDER**

2 The Department of Financial Institutions, Division of Consumer Services (Department), and
3 Respondents have agreed upon a basis for resolution of the matters alleged in Statement of Charges
4 No. C-17-2132-19-SC03 (Statement of Charges), entered June 7, 2019 (copy attached hereto), solely
5 as related to the Respondents which are subject to this Consent Order. Pursuant to chapter 19.146
6 RCW, the Mortgage Broker Practices Act (Act), and RCW 34.05.060 of the Administrative
7 Procedure Act, Respondents hereby agree to the Department’s entry of this Consent Order and further
8 agree that the issues raised in the above-captioned matter may be economically and efficiently settled
9 by entry of this Consent Order solely as to the Respondents which are subject to this Consent Order.
10 The parties intend this Consent Order to fully resolve the Statement of Charges solely as to the
11 Respondents which are subject to this Consent Order.

11 Based on the foregoing:

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

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

19 **C. Cease and Desist.** It is AGREED that Respondents shall cease and desist engaging in the
20 business of a mortgage broker or loan originator.

21 **D. Prohibition from Industry.** It is AGREED that, for a period of five years from the date
22 of entry of this Consent Order, Respondents are prohibited from participating, in any capacity, in the
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1 conduct of the affairs of any mortgage broker or consumer loan company licensed by the Department
2 or subject to licensure or regulation by the Department.

3 **E. Fine.** It is AGREED that Respondents shall pay a fine to the Department in the amount of
4 \$90,000.00. It is further AGREED that payment of \$85,000.00 of the fine is STAYED contingent on
5 Respondents' compliance with the terms of this Consent Order.

6 **F. Lifting of Stay.** It is AGREED that:

7 1. If the Department determines Respondents have not complied with this Consent Order,
8 and seeks to lift the stay and impose the \$85,000.00 stayed fine, the Department will first serve
9 Respondents with a written notice of noncompliance. The notice of noncompliance will include:

- 10 a. A description of the alleged noncompliance;
11 b. A statement that the Department seeks to lift the stay and impose the stayed fine;
12 c. Notice that Respondents can contest the allegations of noncompliance by either
13 requesting an adjudicative hearing in writing or by submitting a written response to
14 the allegations of noncompliance; and
15 d. Notice that the process for lifting the stay applies only to this Consent Order.

16 2. Respondents will be afforded twenty business days from the date of service of the
17 notice of noncompliance to submit to the Department either a written request for an adjudicative
18 hearing or a written response to the allegations of noncompliance.

19 3. The scope and issues of the adjudicative hearing are limited solely to whether or not
20 Respondents have failed to comply with the terms of this Consent Order.

21 4. At the conclusion of the adjudicative hearing the Administrative Law Judge will issue
22 an initial decision. Either party may subsequently file a Petition for Review with the Director of
23 the Department.

24 **G. Restitution.** It is AGREED that Respondents shall pay restitution to every consumer
listed in Appendix A as set forth in Appendix A. It is further AGREED that the restitution shall be
paid as follows:

1 **1. Joint and Several.** Respondents shall pay restitution to each consumer listed in
2 Appendix A jointly and severally with any other person ordered by the Department to pay refunds or
3 restitution to consumers listed in Appendix A.

4 **2. Method of Payment.** Respondents shall make each restitution payment in one lump sum
5 and in the form of a cashier's check mailed to the consumer's last known address. Respondents shall
6 make each payment on or before the due date set forth in Appendix A. Respondents are permitted
7 and encouraged to make early payments if they are able to do so. Within 10 days after mailing each
8 restitution payment, Respondents shall provide to the Department a copy of the cashier's check
9 mailed to the consumer.

10 **3. Unclaimed Property.** Between 90 and 120 days after mailing the final restitution
11 payment, Respondents shall seek permission from the Washington State Department of Revenue
12 (DOR) to file an early unclaimed property report for any refund checks that were not negotiated.
13 Within 30 days of receiving DOR's permission to file an early unclaimed property report,
14 Respondents shall file the unclaimed property report with DOR in accordance with chapter 63.29
15 RCW and its related rules. If DOR does not grant permission to file an early unclaimed property
16 report, Respondents shall, within 7 days of receipt, provide the Department a copy of any notice of
17 denial and thereafter shall file the unclaimed property report as soon as permitted by chapter 63.29
18 RCW and its related rules. Within 30 days of filing the unclaimed property report with DOR,
19 Respondents shall provide the Department with a copy of the unclaimed property report.

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

3 **I. Investigation Fee and Costs of Prosecution (Fees and Costs).** It is AGREED that
4 Respondents shall pay to the Department Fees and Costs in the amount of \$40,000. \$10,000 of the
5 Fees and Costs shall be paid to the Department upon delivery of this Consent Order to the
6 Department, properly signed and dated, together with the fine referenced in paragraph in paragraph E,
7 in one \$15,000 cashier's check made payable to the "Washington State Treasurer." It is further
8 AGREED that the remaining \$30,000 in Fees and Costs shall be paid as set forth in Appendix B and
9 that each payment shall be made in the form of a cashier's check made payable to the "Washington
10 State Treasurer." Respondents are permitted and encouraged to make additional payments if they are
11 able to do so. Respondents understand that any failure to make a scheduled payment may result in
12 the entire unpaid debt being referred to a collections agent for collection.

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

18 **K. Complete Cooperation with the Department.** It is AGREED that, upon written request
19 by the Department, Respondents shall provide the Department truthful and complete sworn
20 statements outlining their activities with respect to Integrity Partners LLC, Precision Paralegal
21 Services LLC, and INMN Inc., and any and all persons involved or in any way associated with
22 Integrity Partners LLC, Precision Paralegal Services LLC, and INMN Inc., including but not limited
23 to owners, employees, independent contractors, agents, businesses and persons with whom Integrity

1 Partners LLC, Precision Paralegal Services LLC, and INMN Inc. dealt, communicated, or otherwise
2 related. The “sworn statements” may take the form of affidavits, declarations, or deposition
3 testimony, at the Department’s discretion. A failure to cooperate fully, truthfully, and completely is a
4 breach of this Consent Order. In addition to providing sworn statements, it is AGREED that, upon
5 written request by the Department, Respondents shall cooperate fully, truthfully, and completely with
6 the Department and provide any and all information known to them relating in any manner to
7 Integrity Partners LLC, Precision Paralegal Services LLC, and INMN Inc., and any and all persons
8 involved or in any way associated with Integrity Partners LLC, Precision Paralegal Services LLC,
9 and INMN Inc., including but not limited to owners, employees, independent contractors, agents,
10 businesses and persons with whom Integrity Partners LLC, Precision Paralegal Services LLC, and
11 INMN Inc. dealt, communicated, or otherwise related. It is further AGREED that, upon written
12 request by the Department, Respondents shall provide any and all documents, writings or materials,
13 or objects or things of any kind in their possession or under their care, custody, or control that they
14 are authorized to possess, obtain, or distribute relating directly or indirectly to all areas of inquiry and
15 investigation. It is further AGREED that Respondents shall testify fully, truthfully, and completely at
16 any and all proceedings related to any Department investigation or enforcement action or both related
17 to any and all persons involved or in any way associated with Integrity Partners LLC, Precision
18 Paralegal Services LLC, and INMN Inc. and any respondents named therein. A failure to cooperate
19 fully, truthfully, and completely is a breach of this Consent Order.

20 **L. Records Retention.** It is AGREED that Respondents, their officers, employees, and
21 agents shall maintain records in compliance with the Act and provide the Director with the location
22 of the books, records and other information relating to Respondents’ mortgage broker business, and
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1 the name, address and telephone number of the individual responsible for maintenance of such
2 records in compliance with the Act.

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

6 **N. Non-Compliance with Order.** It is AGREED that Respondents understand that failure to
7 abide by the terms and conditions of this Consent Order may result in further legal action by the
8 Director. In the event of such legal action, Respondents may be responsible to reimburse the Director
9 for the cost incurred in pursuing such action, including but not limited to, attorney fees. It is further
10 AGREED that, in the event that Respondents fail to comply with the terms set forth in Paragraph I of
11 this consent Order, the Department may immediately refer this Consent Order to its contracted
12 collection agency without further notice to Respondents. In the event of such collection,
13 Respondents may be responsible for additional costs related to collection efforts.

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

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

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

1 **RESPONDENTS:**

2 Integrity Partners LLC

3 By:

4 /s/_____

Terry Walden
5 Manager

2-24-2020_____

Date

6 Precision Paralegal Services LLC

7 By:

8 /s/_____

Terry Walden
9 Manager

2-24-2020_____

Date

10 /s/_____

11 Terry Walden
Individually

2-24-2020_____

Date

12
13 Approved for Entry:

14 /s/_____

15 Abigail Zoe Staggers, WSBA No.
43962 Tomlinson Bomszyk Russ
16 Attorney for Respondents

2-24-2020_____

Date

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Appendix A

<u>Consumer</u>	<u>Amount Paid</u>
D.A.	\$3,500
C.A	\$3,020
J.B.	\$2,995
C.B. and R.B.	\$2,995
P.B.	\$2,995
D.B.	\$3,995
L.C.	\$1,500
M.C.	\$2,995
M.E.	\$2,995
M.G.	\$2,995
E.H.	\$3,000 ¹
S.H.	\$3,000
D.H.	\$2,995
R.J.	\$2,995
A.K.	\$2,995
K.K and S.K.	\$2,995
J.L.	\$2,995
M.L.	\$2,996
S.L and T.L.	\$2,995
D.M.	\$2,995
E.O.	\$2,995
A.P. and J.P.	\$1,750
L.R.	\$3,000
J.S.	\$3,000
J.S.	\$3,495
P.S.	\$2,995
L.S.	\$2,995
P.T.	\$2,915
D.W.	\$3,495

¹ Consumer E.H. received a \$200 refund.

Appendix B

<u>Payment Amount</u>	<u>Payment Due Date</u>
\$500.00	April 1, 2020
\$500.00	May 1, 2020
\$500.00	June 1, 2020
\$500.00	July 1, 2020
\$500.00	August 1, 2020
\$500.00	September 1, 2020
\$500.00	October 1, 2020
\$500.00	November 1, 2020
\$500.00	December 1, 2020
\$500.00	January 1, 2021
\$500.00	February 1, 2021
\$500.00	March 1, 2021
\$500.00	April 1, 2021
\$500.00	May 1, 2021
\$500.00	June 1, 2021
\$500.00	July 1, 2021
\$500.00	August 1, 2021
\$500.00	September 1, 2021
\$500.00	October 1, 2021
\$500.00	November 1, 2021
\$2,500	December 1, 2021
\$2,500	January 1, 2022
\$2,500	February 1, 2022
\$2,500	March 1, 2022
\$2,500	April 1, 2022
\$2,500	May 1, 2022
\$2,500	June 1, 2022
\$2,500	July 1, 2022

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 INTEGRITY PARTNERS LLC; PRECISION
6 PARALEGAL SERVICES LLC d/b/a Precision
Paralegal Services and Precision Paralegals,
7 TERRY WALDEN, Principal of Integrity Partners
LLC and Precision Paralegal Services LLC;
8 JESSICA WALDEN, Member of Integrity Partners
LLC and Precision Paralegal Services LLC; INMN
INC.; WILLIAM J. KANE, Principal of INMN Inc.
9 WILLIAM KANE II, Principal of INMN Inc.;
EMERY LAW LLC d/b/a Emery Law; MELANIE
10 ANNE EMERY, Member of Emery Law LLC and
Sole Proprietor of Emery Law; BRUNTY LAW
11 FIRM, INC. d/b/a Brunty Law Firm; MARK A.
BRUNTY, Officer of Brunty Law Firm, Inc. and
12 Sole Proprietor d/b/a Brunty Law Firm; and
ROBERT G. BACON, Sole Proprietor d/b/a Bacon
13 Law Firm,

Respondents.

No. C-17-2132-19-SC03

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

14 **INTRODUCTION**

15 Pursuant to RCW 19.146.220 and RCW 19.146.223, the Director of the Department of
16 Financial Institutions of the State of Washington (Director) is responsible for the administration
17 of chapter 19.146 RCW, the Mortgage Broker Practices Act (Act). After having conducted an
18 investigation pursuant to RCW 19.146.235, and based upon the facts available as of the date of
19 this Second Amended Statement of Charges, the Director, through his designee, Division of
20 Consumer Services Acting Director Richard St. Onge, institutes this proceeding and finds as
21 follows:
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1 **I. FACTUAL ALLEGATIONS**

2 **1.1 Respondents.**

3 **A. Respondent Integrity Partners LLC (Respondent Integrity)** has never been
4 licensed by the Department of Financial Institutions of the State of Washington (Department) to
5 conduct business as a mortgage broker.

6 **B. Respondent Precision Paralegal Services LLC d/b/a Precision Paralegal**
7 **Services and Precision Paralegals (Respondent Precision)** has never been licensed by the
8 Department to conduct business as a mortgage broker.

9 **C. Respondent Terry Walden** was a principal officer of Respondent Integrity and is a
10 principal of Respondent Precision. Respondent Terry Walden has never been licensed by the
11 Department to conduct business as a mortgage broker or loan originator.

12 **D. Respondent Jessica Walden** was a member of Respondent Integrity and is a
13 member of Respondent Precision. Respondent Jessica Walden has never been licensed by the
14 Department to conduct business as a mortgage broker or loan originator.

15 **E. Respondent INMN Inc. (Respondent INMN)** has never been licensed by the
16 Department of Financial Institutions of the State of Washington (Department) to conduct
17 business as a mortgage broker. Respondent INMN is believed to have conducted business using
18 the domain www.affiliateintake.com.

19 **F. Respondent William J. Kane** was a principal of Respondent INMN. Respondent
20 William J. Kane has never been licensed by the Department to conduct business as a mortgage
21 broker or loan originator.

1 **G. Respondent William Kane II** was a principal of Respondent INMN. Respondent
2 William Kane II has never been licensed by the Department to conduct business as a mortgage
3 broker or loan originator.

4 **H. Respondent Emery Law LLC (Respondent Emery Law)** has never been licensed
5 by the Department to conduct business as a mortgage broker.

6 **I. Respondent Melanie Anne Emery (Respondent Emery)** is a member of
7 Respondent Emery Law. Alternatively, Respondent Emery is a sole proprietor doing business
8 as Emery Law. Respondent Emery has never been licensed by the Department to conduct
9 business as a mortgage broker or loan originator.

10 **J. Respondent Brunty Law Firm, Inc. d/b/a Brunty Law Firm (Respondent**
11 **Brunty Law)** has never been licensed by the Department to conduct business as a mortgage
12 broker.

13 **K. Respondent Mark A. Brunty (Respondent Brunty)** was an officer of Respondent
14 Brunty Law. Alternatively, Respondent Brunty was a sole proprietor doing business as Brunty
15 Law Firm. Respondent Brunty has never been licensed by the Department to conduct business
16 as a mortgage broker or loan originator.

17 **L. Respondent Robert G. Bacon (Respondent Bacon)** is a sole proprietor doing
18 business as Bacon Law Firm. Respondent Bacon has never been licensed by the Department to
19 conduct business as a mortgage broker or loan originator.

20 **1.2 Unlicensed Activity.**

21 **A. Respondents Integrity, Precision, Terry Walden, and Jessica Walden.**
22 Between approximately May 4, 2012, and September 9, 2016, Respondents Integrity, Precision,
23 Terry Walden, and Jessica Walden provided or offered to provide residential mortgage loan
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1 modification services to Washington State consumers while Respondents Integrity, Precision,
2 Terry Walden, and Jessica Walden were not licensed by the Department to provide those
3 services and while holding themselves out as conducting business as Respondents Emery Law,
4 Brunty Law, and Bacon. Lists of Washington State consumers with whom Respondents
5 Integrity, Precision, Terry Walden, and Jessica Walden conducted business as a mortgage broker
6 or loan originator, and the advanced fee paid by each consumer, is appended hereto in
7 Appendices A through C and incorporated herein by reference. Between at least August 8, 2012,
8 and June 10, 2013, Respondents Integrity, Terry Walden, and Jessica Walden also held out
9 Respondent Integrity as able to offer residential mortgage loan modification services to
10 Washington consumers by advertising on Respondent Integrity's page at www.facebook.com
11 that Respondent Integrity provided such services.

12 **B. Respondents INMN, William J. Kane, and William Kane II.** Between at least
13 December 11, 2013, and April 16, 2015, Respondents INMN, William J. Kane, and William
14 Kane II provided or offered to provide residential mortgage loan modification services to
15 Washington State consumers while Respondents INMN, William J. Kane, and William Kane II
16 were not licensed by the Department to provide those services. A list of Washington State
17 consumers with whom Respondents INMN, William J. Kane, and William Kane II conducted
18 business as a mortgage broker or loan originator, and the advanced fee paid by each consumer,
19 is appended hereto in Appendix C and incorporated herein by reference.

20 **C. Respondents Emery Law and Emery.** Between approximately November 1,
21 2013, and September 9, 2016, Respondents Emery Law and Emery provided or offered to
22 provide residential mortgage loan modification services to Washington State consumers while
23 Respondents Emery Law and Emery were not licensed by the Department to provide those
24

1 services. A list of Washington State consumers with whom Respondents Emery Law and
2 Emery conducted business as a mortgage broker or loan originator, and the advanced fee paid
3 by each consumer, is appended hereto as Appendix A and incorporated herein by reference.

4 **D. Respondents Brunty Law and Brunty.** Between approximately May 4, 2012, and
5 January 14, 2013, Respondents Brunty Law and Brunty provided or offered to provide
6 residential mortgage loan modification services to Washington State consumers while
7 Respondents Brunty Law and Brunty were not licensed by the Department to provide those
8 services. A list of Washington State consumers with whom Respondents Brunty Law and
9 Brunty conducted business as a mortgage broker or loan originator, and the advanced fee paid
10 by each consumer, is appended hereto as Appendix B and incorporated herein by reference.

11 **E. Respondent Bacon.** Between approximately December 10, 2012, and July 2, 2015,
12 Respondent Bacon provided or offered to provide residential mortgage loan modification
13 services to Washington State consumers while Respondent Bacon was not licensed by the
14 Department to provide those services. A list of Washington State consumers with whom
15 Respondent Bacon conducted business as a mortgage broker or loan originator, and the
16 advanced fee paid by each consumer, is appended hereto as Appendix C and incorporated herein
17 by reference.

18 **1.3 Misrepresentations and Omissions.** Respondents represented that they were lawfully
19 able to provide the residential mortgage loan modification services or omitted disclosing that
20 they were not lawfully able to provide those services.

21 **1.4 On-Going Investigation.** The Department's investigation into the alleged violations of
22 the Act by Respondents continues to date.

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

2 **2.1 Mortgage Broker Defined.** Pursuant to RCW 19.146.010(14), "Mortgage broker"
3 means any person who for direct or indirect compensation or gain, or in the expectation of direct
4 or indirect compensation or gain (a) assists a person in obtaining or applying to obtain a
5 residential mortgage loan or performs residential mortgage loan modification services or (b)
6 holds himself or herself out as being able to assist a person in obtaining or applying to obtain a
7 residential mortgage loan or provide residential mortgage loan modification services.

8 **2.2 Loan Originator Defined.** Pursuant to RCW 19.146.010(11)(b), "Loan originator"
9 means a natural person who for direct or indirect compensation or gain or in the expectation of
10 direct or indirect compensation or gain performs residential mortgage loan modification
11 services or holds himself or herself out as being able to perform residential mortgage loan
12 modification services.

13 **2.3 Prohibited Acts.** Based on the Factual Allegations set forth in Section I above,
14 Respondents are in apparent violation of RCW 19.146.0201(2) and (3) for engaging in an unfair
15 or deceptive practice toward any person and obtaining property by fraud or misrepresentation.

16 **2.4 Requirement to Obtain and Maintain Mortgage Broker License.** Based on the
17 Factual Allegations set forth in Section I above, Respondents are in apparent violation of RCW
18 19.146.200(1) for engaging in the business of a mortgage broker for Washington residents or
19 property without first obtaining a license to do so.

20 **2.5 Requirement to Obtain and Maintain Loan Originator License.** Based on the Factual
21 Allegations set forth in Section I above, Respondents are in apparent violation of RCW
22 19.146.200(1) for engaging in the business of a loan originator without first obtaining and
23 maintaining a license.

1 **2.6 Prohibition against Taking Advance Fees.** Based on the Factual Allegations set forth
2 in Section I above, Respondents are in apparent violation of RCW 19.146.0201(11) and 12 C.F.R.
3 § 1015.5 for taking advance fees for loan modification services.

4 **III. AUTHORITY TO IMPOSE SANCTIONS**

5 **3.1 Authority to Issue an Order to Cease and Desist.** Pursuant to RCW 19.146.220(3),
6 the Director may issue orders directing any person subject to the Act to cease and desist from
7 conducting business.

8 **3.2 Authority to Prohibit from Industry.** Pursuant to RCW 19.146.220(4), the Director
9 may issue orders prohibiting from participation in the conduct of the affairs of a licensed
10 mortgage broker any person subject to licensing under the Act for any violation of the Act.

11 **3.3 Authority to Order Refunds.** Pursuant to RCW 19.146.220(2), the Director may order
12 refunds against any person subject to the Act for any violation of the Act.

13 **3.4 Authority to Impose Fine.** Pursuant to RCW 19.146.220(2), the Director may impose
14 fines against any person subject to the Act for any violation of the Act.

15 **3.5 Authority to Collect Investigation Fee.** Pursuant to RCW 19.146.228(2) and WAC
16 208-660-550(4)(a), the Department will charge \$48 per hour for an examiner's time devoted to
17 an investigation of any person subject to the Act.

18 **3.6 Authority to Recover Costs and Expenses.** Pursuant to RCW 19.146.221(2), the
19 Director may recover the state's costs and expenses for prosecuting violations of the Act.

20 **IV. NOTICE OF INTENT TO ENTER ORDER¹**

21
22 ¹ The Department entered Final Order No. C-17-2132-18-FO01 against Respondent Bacon and Final Order No. C-
23 17-2132-18-FO02 against Respondents Brunty Law and Brunty on or about October 18, 2018. In Final Orders No.
24 C-17-2132-18-FO01 and No. C-17-2132-18-FO02, the Department ordered that Respondents Bacon, Brunty Law,
and Brunty cease and desist, be prohibited from participating in the business of a mortgage broker, pay refunds, pay
fines, pay investigation fees, and maintain records as detailed in this section. The Department entered Consent Order
No. C-17-2132-18-CO01 against Respondents Emery Law and Emery on or about February 19, 2019. Respondents

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

4 **4.1** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
5 Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery
6 Law LLC; Melanie Anne Emery; Brunty Law Firm, Inc.; Mark A. Brunty; and
Robert G. Bacon cease and desist engaging in the business of a mortgage broker
or loan originator.

7 **4.2** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
8 Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery
9 Law LLC; Melanie Anne Emery; Brunty Law Firm, Inc.; Mark A. Brunty; and
Robert G. Bacon be prohibited from participation, in any manner, in the conduct
10 of the affairs of any mortgage broker subject to licensure by the Director for a
period of five years.

11 **4.3** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
12 Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery
13 Law; and Melanie Anne Emery² jointly and severally pay refunds to the
14 consumers identified Appendix A in the amount set forth therein and as
described therein, and that Respondents jointly and severally pay refunds to each
15 consumer with whom Respondents Emery Law or Melanie Anne Emery entered
into a contract for residential mortgage loan modification services related to real
property or consumers located in the Washington State equal to the amount
collected from each consumer for those services in an amount to be determined
at hearing.

16 **4.4** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
17 Walden; Jessica Walden; Brunty Law Firm, Inc.; and Mark A. Brunty jointly and
severally pay refunds to the consumers identified Appendix B in the amount set
18 forth therein, and that Respondents jointly and severally pay refunds to each
consumer with whom Respondents Brunty Law Firm, Inc. or Mark A. Brunty
19 entered into a contract for residential mortgage loan modification services related
to real property or consumers located in the Washington State equal to the
amount collected from each consumer for those services in an amount to be
20 determined at hearing.

21 **4.5** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
22 Walden; Jessica Walden; and Robert G. Bacon jointly and severally pay refunds

23 Emery Law and Emery agreed to cease and desist, be prohibited from participating in the business of a mortgage
broker, pay restitution, pay a fine, and pay an investigation fee as detailed in this section.

24 ² In Consent Order No. C-17-2132-CO01, Respondents Emery Law and Emery agreed to pay restitution to each
consumer listed in Appendix A jointly and severally with any other person ordered by the Department to pay
refunds or restitution to the consumers listed in Appendix A.

1 to the consumers identified Appendix C in the amount set forth therein, and that
2 Respondents jointly and severally pay refunds to each consumer with whom
3 Respondent Robert G. Bacon entered into a contract for residential mortgage
4 loan modification services related to real property or consumers located in the
5 Washington State equal to the amount collected from each consumer for those
6 services in an amount to be determined at hearing.

7 **4.6** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
8 Walden; Jessica Walden; Emery Law; and Melanie Anne Emery³ jointly and
9 severally pay a fine, which as of the date of this Second Amended Statement of
10 Charges totals \$12,000.00.

11 **4.7** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
12 Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery
13 Law; and Melanie Anne Emery jointly and severally pay a fine, which as of the
14 date of this Second Amended Statement of Charges totals \$75,000.00.

15 **4.8** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
16 Walden; Jessica Walden; Brunty Law Firm, Inc.; and Mark A. Brunty jointly and
17 severally pay a fine, which as of the date of this Second Amended Statement of
18 Charges totals \$27,000.00.

19 **4.9** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
20 Walden; Jessica Walden; and Robert G. Bacon a fine, which as of the date of this
21 Second Amended Statement of Charges totals \$51,000.00.

22 **4.10** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
23 Walden; Jessica Walden; Emery Law LLC; Melanie Anne Emery; Brunty Law
24 Firm, Inc.; Mark A. Brunty; and Robert G. Bacon jointly and severally pay an
investigation fee, which as of the date of this Second Amended Statement of
Charges totals \$10,888.80.⁴

4.11 Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery
Law LLC; Melanie Anne Emery; Brunty Law Firm, Inc.; Mark A. Brunty; and
Robert G. Bacon 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 residential mortgage loan modification services in
Washington, and the name, address and telephone number of the individual
responsible for maintenance of such records in compliance with the Act.

³ In Consent Order No. C-17-2132-CO01, Respondents Emery Law and Emery agreed to pay a \$90,000.00 fine, which is stayed contingent on Respondents Emery Law's and Emery's compliance with the Consent Order.

⁴ In Final Orders No. C-17-2132-18-FO01 and No. C-17-2132-18-FO02 and Consent Order No. C-17-2132-CO01, the Department ordered Respondents Bacon, Brunty Law, Brunty, Emery Law, and Emery to pay investigation fee of \$5,366.40 jointly and severally.

1 **4.12** Respondents Integrity Partners LLC; Precision Paralegal Services LLC; Terry
2 Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery
3 Law LLC; Melanie Anne Emery; Brunty Law Firm, Inc.; Mark A. Brunty; and
4 Robert G. Bacon pay the Department's costs and expenses for prosecuting
5 violations of the Act in an amount to be determined at hearing or by Declaration
6 with supporting documentation in event of default by any Respondents.

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V. AUTHORITY AND PROCEDURE

This Amended 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). Respondents may make
a written request for a hearing as set forth in the NOTICE OF OPPORTUNITY FOR
ADJUDICATIVE HEARING AND TO DEFEND accompanying this Second Amended
Statement of Charges.

Dated this 7th day of June, 2019.

/s/
RICHARD ST. ONGE
Acting Division Director
Division of Consumer Services
Department of Financial Institutions

Presented by:

/s/
AMANDA J. HERNDON
Financial Legal Examiner

Approved by:

/s/
STEVEN C. SHERMAN
Enforcement Chief

Appendix A

<u>Consumer</u>	<u>Amount Paid</u>	<u>Respondents Who Provided Services and from Whom the Department Seeks Joint and Several Payment of Refunds¹</u>
D.A.	\$3,500	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
C.A.	\$3,020	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
J.B.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
C&R. B.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
P.B.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
D.B.	\$3,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; Emery Law LLC; and Melanie Anne Emery
L.C. ²	\$1,500	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
M.C.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
M.E.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
M.G.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
E.H. ³	\$3,000	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
S.H..	\$3,000	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery

¹ The Department is seeking joint and several refunds from Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery for all consumers listed in Appendix A except for D.B., R.J., M.L., and L.R. For those four consumers, the Department is not seeking refunds from INMN Inc.; William J. Kane, and William Kane II.

² Consumer L.C. received a \$1,500 refund from Respondent Emery Law LLC on or about March 29, 2019

³ Consumer E.H. received a \$3,050 refund from Respondent Emery Law LLC on or about August 21, 2014.

D.H.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
R.J.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; Emery Law LLC; and Melanie Anne Emery
A.K.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
K&S. K.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
J.L.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
M.L.	\$2,996	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; Emery Law LLC; and Melanie Anne Emery
S&T. L.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
D.M.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
E.O.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
A&J. P.	\$1,750	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
L.R.	\$3,000	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; Emery Law LLC; and Melanie Anne Emery
J.S.	\$3,000	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
J.S.	\$3,495	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
P.S.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
L.S.	\$2,995	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery

P.T. ⁴	\$2,915	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery
D.W.	\$3,495	Integrity Partners LLC; Precision Paralegal Services LLC; Terry Walden; Jessica Walden; INMN Inc.; William J. Kane; William Kane II; Emery Law LLC; and Melanie Anne Emery

⁴ Consumer P.T. received a \$2,915 refund from Respondent Emery Law LLC on or about April 15, 2019.

Appendix B

<u>Consumer</u>	<u>Amount Paid</u>
R.A.	\$1,455
L&C. D.	\$2,900
S&A. K.	\$3,400
D.R.	\$1,000
M.R.	\$1,450
P.T.	\$1,450
P&D. T. ¹	\$2,495
A.U.	\$2,900
L.Y.	\$2,900

¹ Consumer P.T. received a \$2,495 refund from Respondent Bacon on or about June 27, 2018.

Appendix C

<u>Consumer</u>	<u>Amount Paid</u>
R.A.	\$1,455
J&R. B.	\$2,900
H.G. & C.R.	\$2,495
S&S. H.	\$2,900
K.H.	\$1,450
S&A. K.	\$3,400
M.M. & R.G.	\$2,900
J&H. P.	\$2,900
B.P.	\$2,900
E.R.	\$2,900
J.R.	\$3,400
R&L. R.	\$2,900
L&G. S.	\$2,900
P.T.	\$1,450
P&D.T. ¹	\$2,495
A.U.	\$2,900
RW. & H.D.	\$2,900

¹ Consumer P.T. received a \$2,495 refund from Respondent Bacon on or about June 27, 2018.