

Terms Completed

ORDER SUMMARY – Case Number: C-19-2587

Name(s): Jeffrey Mark Pont

Order Number: C-19-2587-19-CO01

Effective Date: 9/30/2019

License Number: 244524

License Effect: N/A

Not Apply Until: N/A

Not Eligible Until: N/A

Prohibition/Ban Until: N/A

| | | | | |
|---|--------------------|-----|--|-----------------|
| Investigation Costs | \$745.20 | | Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | Date 9/17/19 |
| Fine | \$5,000 | Due | Paid <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | Date 9/17/19 |
| Assessment(s) | \$ | Due | Paid <input type="checkbox"/> Y <input type="checkbox"/> N | Date |
| Restitution | \$ | Due | Paid <input type="checkbox"/> Y <input type="checkbox"/> N | Date |
| Financial Literacy and Education | \$ | Due | Paid <input type="checkbox"/> Y <input type="checkbox"/> N | Date |
| Cost of Prosecution | \$ | Due | Paid <input type="checkbox"/> Y <input type="checkbox"/> N | Date |
| | No. of Victims: | | | |

Comments: _____

1 **STATE OF WASHINGTON**
2 **DEPARTMENT OF FINANCIAL INSTITUTIONS**
3 **DIVISION OF CONSUMER SERVICES**

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

No.: C-19-2587-19-CO01

5 INTERSTATE MORTGAGE SERVICE, INC.,
NMLS # 37053; RYAN JAMES INGRAM, CEO,
6 Owner, Designated Broker, and Mortgage Loan
Originator, NMLS # 89235; and JEFFREY
7 MARK PONT, Mortgage Loan Originator,
NMLS # 244524,

CONSENT ORDER RE:

JEFFREY MARK PONT

8 Respondents.

9
10 COMES NOW the Director of the Department of Financial Institutions (Director), through his
11 designee Richard St. Onge, Division of Consumer Services, Acting Division Director, and Jeffrey
12 Mark Pont, Mortgage Loan Originator (Respondent Pont), and finding that the issues raised in the
13 above-captioned matter may be economically and efficiently settled, agree to the entry of this
14 Consent Order. This Consent Order is entered pursuant to chapter 19.146 of the Revised Code of
15 Washington (RCW), and RCW 34.05.060 of the Administrative Procedure Act, based upon the
16 following:

17 **AGREEMENT AND ORDER**

18 The Department of Financial Institutions, Division of Consumer Services (Department) and
19 Respondent Pont have agreed upon a basis for resolution of the matters alleged in Statement of
20 Charges No. C-19-2587-19-SC01 (Statement of Charges), entered July 17, 2019, (copy attached
21 hereto). Pursuant to chapter 19.146 RCW, the Mortgage Broker Practices Act (Act), and RCW
22 34.05.060 of the Administrative Procedure Act, Respondent Pont hereby agrees to the Department's
23 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

1 Consent Order to fully resolve the Statement of Charges and agree that Respondent Pont does not
2 admit any wrongdoing by its entry.

3 Based upon the foregoing:

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

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

11 C. **Fine.** It is AGREED that Respondent Pont shall pay a fine to the Department in the
12 amount of \$5,000.00 upon delivery of this Consent Order to the Department, properly signed and
13 dated.

14 D. **Investigation Fee.** It is AGREED that Respondent Pont shall pay to the Department an
15 investigation fee of \$745.20 upon delivery of this Consent Order to the Department, properly signed
16 and dated. The Fine and Investigation Fee shall be paid together in one \$5,745.20 cashier's check
17 made payable to the "Washington State Treasurer."

18 E. **Requirement to Operate from a Licensed Location.** It is AGREED that:

19 1. Respondent Pont understands that RCW 19.146.0201(16) and RCW 31.04.027(1)(n)
20 prohibit originating Washington residential mortgage loans from any unlicensed location.

21 2. For as long as the Department licenses Respondent Pont as a mortgage loan originator and
22 unless paragraph E.3 below applies, Respondent Pont shall perform work as a mortgage loan
23

1 originator only while he is physically located at a licensed location of a mortgage broker or consumer
2 loan company that sponsors him.

3 3. If the Act or Consumer Loan Act, chapter 31.04 RCW, no longer prohibit originating
4 Washington residential mortgage loans from any unlicensed location, Respondent Pont may perform
5 work as a mortgage loan originator at locations as permitted by the Act or Consumer Loan Act as
6 applicable.

7 **F. Complete Cooperation with the Department.** It is AGREED that, upon written request
8 by the Department, Respondent Pont shall provide the Department with truthful and complete sworn
9 statements outlining his activities with respect to Interstate Mortgage Service, Inc. (Interstate) and
10 any and all persons involved or in any way associated with Interstate, including, but not limited to,
11 owners, employees, independent contractors, agents, businesses and persons with whom Interstate
12 dealt, communicated, or otherwise related. The “sworn statements” may take the form of affidavits,
13 declarations, or deposition testimony, at the Department’s discretion. In addition to providing sworn
14 statements, it is AGREED that, upon written request by the Department, Respondent Pont shall
15 cooperate fully, truthfully, and completely with the Department and provide any and all information
16 known to him relating in any manner to Interstate and any and all persons involved or in any way
17 associated with Interstate, including, but not limited to, owners, employees, independent contractors,
18 agents, businesses and persons with whom Interstate dealt, communicated, or otherwise related. It is
19 further AGREED that, upon written request by the Department, Respondent Pont shall provide any
20 and all documents, writings or materials, or objects or things of any kind in his possession or under
21 his care, custody, or control that he is authorized to possess, obtain, or distribute relating directly or
22 indirectly to all areas of inquiry and investigation. It is further AGREED that Respondent Pont shall
23 testify fully, truthfully, and completely at any and all proceedings related to any Department

1 investigation or enforcement action or both related to any and all persons involved or in any way
2 associated with Interstate, and any respondents named therein. A failure to cooperate fully,
3 truthfully, and completely is a breach of this Consent Order.

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

8 **H. Voluntarily Entered.** It is AGREED that Respondent Pont has voluntarily entered into
9 this Consent Order, which is effective when signed by the Director's designee.

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

12 **J. Counterparts.** This Consent Order may be executed by Respondent Pont and his
13 representative in any number of counterparts, including by facsimile or e-mail of a .pdf or similar file,
14 each of which shall be deemed to be an original, but all of which, taken together, shall constitute one
15 and the same Consent Order.

16 **RESPONDENT:**

17 /s/
18 Jeffrey Mark Pont
19 Individually

9-16-19
Date

20 Approved for Entry:

21 /s/
22 Jessica M. Creager, WSBA No. 42183
23 Attorney at Law
Seattle Litigation Group PLLC
Attorneys for Jeffrey Mark Pont

9-19-19
Date

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DO NOT WRITE BELOW THIS LINE

THIS ORDER ENTERED THIS 30th DAY OF September, 2019.

/s/
RICHARD ST. ONGE
Acting 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

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

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

INTERSTATE MORTGAGE SERVICE, INC.,
NMLS # 37053; RYAN JAMES INGRAM, CEO,
Owner, Designated Broker, and Mortgage Loan
Originator, NMLS # 89235; and JEFFREY
MARK PONT, Mortgage Loan Originator,
NMLS # 244524,

Respondents.

No. C-19-2587-19-SC01

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

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). 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 Acting
Director Richard St. Onge, institutes this proceeding and finds as follows:

I. FACTUAL ALLEGATIONS

1.1 Respondents.

A. **Interstate Mortgage Services, Inc. (Interstate)** was licensed by the Department of
Financial Institutions of the State of Washington (Department) to conduct business as a mortgage
broker on or about September 24, 2009, and continued to be licensed until its license expired on
December 31, 2018. At all relevant times, Interstate was licensed to do business at the company's
main office in Queen Creek, Arizona, and was not licensed to conduct business at any branch
locations.

1 the conduct; or the designated broker, principal, or owner who has supervisory authority over the
2 licensed mortgage broker knows or by the exercise of reasonable care and inquiry should have known
3 of the conduct, at a time when its consequences can be avoided or mitigated and fails to take
4 reasonable remedial action.

5 **2.3 Prohibited Acts.** Based on the Factual Allegations set forth in Section I above, Respondents
6 are in apparent violation of RCW 19.146.0201(2) for directly or indirectly engaging in an unfair or
7 deceptive practice and of RCW 19.146.0201(16) for originating loans from any unlicensed location.

8 **2.4 Requirement to Obtain and Maintain Branch License.** Based on the Factual Allegations
9 set forth in Section I above, Interstate and Ingram are in apparent violation of RCW 19.146.265 and
10 WAC 208-660-195 for engaging in the business of a mortgage broker from a location not licensed by
11 the Department.

12 **2.5 Unlicensed Location.** Based on the Factual Allegations set forth in Section I above,
13 Respondents are in apparent violation of WAC 208-660-300(4) for conducting business from a
14 location not licensed by the Department.

15 III. AUTHORITY TO IMPOSE SANCTIONS

16 **3.1 Authority to Revoke License.** Pursuant to RCW 19.146.220(2), the Director may revoke
17 licenses for any violation of the Act.

18 **3.2 Authority to Prohibit from Industry.** Pursuant to RCW 19.146.220(4), the Director may
19 issue orders prohibiting from participation in the conduct of the affairs of a licensed mortgage broker,
20 or both, any officer, principal, employee, or loan originator of any licensed mortgage broker or any
21 person subject to licensing under the Act for any violation of the Act.

22 **3.3 Authority to Impose Fine.** Pursuant to RCW 19.146.220(2), the Director may impose fines
23 against a licensee, employees, independent contractors, agents of licensees, or other persons subject
24 to the Act for any violation of the Act.

1 **3.4 Authority to Collect Investigation Fee.** Pursuant to RCW 19.146.228(2), WAC 208-660-
2 520(9) and (11), and WAC 208-660-550(4)(a), the Department will charge forty-eight dollars per
3 hour for an examiner's time devoted to an investigation.

4 **3.5 Authority to Recover Costs and Expenses.** Pursuant to RCW 19.146.221(2), the Director
5 may recover the state's costs and expenses for prosecuting violations of the Act.

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

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

- 11 **4.1** Respondent Interstate Mortgage Service, Inc.'s license to conduct the business of a
12 mortgage broker be revoked.
- 13 **4.2** Respondents Ryan James Ingram's and Jeffrey Mark Pont's licenses to conduct the
14 business of a mortgage loan originator be revoked.
- 15 **4.3** Respondents Interstate Mortgage Service, Inc., Ryan James Ingram, and Jeffrey Mark
16 Pont be prohibited from participation in the conduct of the affairs of any mortgage
17 broker subject to licensure by the Director, in any manner, for a period of five years.
- 18 **4.4** Respondents Interstate Mortgage Service, Inc., Ryan James Ingram, and Jeffrey Mark
19 Pont pay a fine. As of the date of this Statement of Charges, the fine totals \$15,000.
- 20 **4.5** Respondents Interstate Mortgage Service, Inc., Ryan James Ingram, and Jeffrey Mark
21 Pont pay an investigation fee. As of the date of this Statement of Charges, the
22 investigation fee totals \$717.60.
- 23 **4.6** Respondents Interstate Mortgage Service, Inc., Ryan James Ingram, and Jeffrey Mark
24 Pont pay the Department's costs and expenses for prosecuting violations of the Act in
an amount to be determined at hearing or by declaration with supporting
documentation in event of default by any Respondent.
- 4.7** Respondents Interstate Mortgage Service, Inc. and Ryan James Ingram maintain
records in compliance with the Act and provide the Department with the location of
the books, records and other information relating to Interstate Mortgage Services,
Inc.'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 FOR ADJUDICATIVE HEARING AND
6 TO DEFEND accompanying this Statement of Charges.

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8 Dated this 17th day of July, 2019.



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

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Presented by:



AMANDA J. HERNDON
Financial Legal Examiner

Approved by:



STEVEN C. SHERMAN
Enforcement Chief