Terms Completed

SUMMARY – Case Number: C-17-2234

Name(s):	Integrity First Financial Group Inc					
	Kathlene Mae Colkitt					
Order Number:	C-17-2234-17-AG01					
Effective Date:	07/5/17					
License Number : Or NMLS Identifier [U/L]	NMLS #129777; NMLS #73055					
License Effect:	None					
Not Apply Until:	n/a					
Not Eligible Until:	n/a					
Prohibition/Ban Until:	n/a					
Investigation Costs	\$500	Due	Paid ⊠ Y □ N	Date:07/03/17		
Financial Literacy	\$10,000	Due	Paid N	Date: 07/03/17		
Assessment(s)	\$	Due	Paid Y N	Date		
Restitution	\$	Due	Paid Y N	Date		
Judgment	\$	Due	Paid	Date		
Satisfaction of Judgment Filed? No. of		□ Y □ N	T			
Comments:						

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

IN THE MATTER OF DETERMINING: 3 Whether there has been a violation of the Consumer Loan Act of Washington by:

No.: C-17-2234-17-AG01

CONSENT AGREEMENT

INTEGRITY FIRST FINANCIAL GROUP,

INC., NMLS #129777, and

KATHLENE MAE COLKITT, Loan Originator, NMLS #73055,

Respondents.

8

9

10

11

12

13

14

15

1

2

5

6

7

COMES NOW the Director of the Department of Financial Institutions (Director), through her designee Charles E. Clark, Division Director, Division of Consumer Services, and Integrity First Financial Group, Inc. (Respondent Integrity) and Kathlene Mae Colkitt (Respondent Colkitt), and finding that the issues raised in the above-captioned matter may be economically and efficiently settled, agree to the entry of this Consent Agreement. This Consent Agreement is entered pursuant to Revised Code of Washington (RCW) 31.04, the Consumer Loan Act (Act), and RCW 34.05.060 of the Administrative Procedure Act, based on the following:

16

17

AGREEMENT

18

The Department and Respondents have agreed upon a basis for the resolution of the above-

captioned matter. Pursuant to RCW 31.04 and RCW 34.05.060, Respondents hereby agree to the

19 20

Department's entry of this Consent Agreement and further agrees that the issues raised in the captioned matter above may be economically and efficiently settled by entry of this Consent

Agreement. 21

22

Based upon the foregoing:

23

24

CONSENT AGREEMENT C-17-2234-17-AG01 INTEGRITY FIRST FINANCIAL GROUP, INC. KATHLENE MAE COLKITT

DEPARTMENT OF FINANCIAL INSTITUTIONS Division of Consumer Services 150 Israel Rd SW PO Box 41200 Olympia, WA 98504-1200 (360) 902-8703 1011

12

13 14

15

16

17

18 19

20

21

2223

24

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

- **B.** Consumer Loan License Sponsorship Requirement. It is AGREED that Respondents understand that a loan originator's sponsorship must be approved by the Department before the loan originator may originate Washington residential mortgage loans on behalf of the sponsoring consumer loan company.
- **C.** Compliance Measures. Respondents AGREE to put into place sufficient practices and procedures to prevent the origination of Washington residential mortgage loans by loan originators whose sponsorship has not yet been approved by the Department.
- **D. Financial Literacy Payment.** Pursuant to RCW 31.04.093(7), the Director may accept payments to the Department for purposes of financial literacy and education programs authorized under RCW 43.320.150. Accordingly, it is AGREED that upon entry of this Consent Agreement Respondent Integrity shall pay \$10,000 to the Department for purposes of financial literacy and education programs (the "Financial Literacy Payment"). It is further AGREED that Respondent Integrity shall not advertise the Financial Literacy Payment.
- E. Rights of Non-Parties. It is AGREED that the Department does not represent or have the consent of any person or entity not a party to this Consent Agreement to take any action concerning their personal legal rights. It is further AGREED that for any person or entity not a party to this Consent Agreement, this Consent Agreement does not limit or create any private rights or remedies against Respondents, limit or create liability of Respondents, or limit or create defenses of Respondents to any claims.
- **F.** Investigation Fee. It is AGREED that Respondents shall pay an Investigation Fee of \$500 in the form of a cashier's check made payable to the "Washington State Treasurer" upon entry

1	of this	
2	in the f	
3		
4	and wa	
5	Respon	
6		
7	failure	
8	action l	
9	reimbu	
10	attorne	
11		
12	Consen	
13	AGRE	
14	connec	
15	caption	
16		
17	this Co	
18	AGRE	
19	Departi	
20	Agreen	
21		
22	number	
23		
24	CONSENT C-17-2234 INTEGRIT KATHLEN	

Agreement. The Financial Literacy Payment and the Investigation Fee may be paid together form of one cashier's check in the amount of \$10,500

- **G.** Authority to Execute Agreement. It is AGREED that the undersigned has represented granted that he has the full power and right to execute this Consent Agreement on behalf of the dents.
- **H. Non-Compliance with Agreement**. It is AGREED that Respondents understand that to abide by the terms and conditions of this Consent Agreement may result in further legal by the Department. In the event of such legal action, Respondents may be responsible to rse the Department for the cost incurred in pursuing such action, including but not limited to, y fees.
- **I.** Voluntarily Entered. It is AGREED that Respondents have voluntarily entered into this at Agreement, which is effective when signed by the Director's designee. It is further ED that the Financial Literacy Payment and the Investigation Fee paid to the Department in tion with this Consent Agreement shall settle any violations for the issues raised in the ed matter above.
- **J.** Completely Read, Understood, and Agreed. It is AGREED that Respondents have read onsent Agreement in its entirety and fully understand and agree to all of the same. It is further ED and understood that the Department intends to post this Consent Agreement to the ment's web site and to NMLS, but that the Department does not consider this Consent nent to be an "Order" requiring disclosure by Respondents.
- **K.** Counterparts. This Consent Agreement may be executed by the Respondent in any r of counterparts, including by facsimile or e-mail of a .pdf or similar file, each of which shall

1	be deemed to be an original, but all of which, taken together, shall constitute one and the same					
2	Consent Order.					
3 4	RESPONDENTS: Integrity First Financial Group, Inc. By:					
5						
67	Alex Barnett CEO	_6/29/17 Date				
8						
9 10	Kathlene Mae Colkitt Loan Originator	_6/29/17 Date				
11	DO NOT WRITE BELOW THIS LINE					
12	THIS AGREEMENT ENTERED THIS 5th DAY OF July, 2017.					
13						
14		CHARLES E. CLARK Director				
15 16		Director Division of Consumer Services Department of Financial Institutions				
17	Presented by:					
18						
19	STEVEN C. SHERMAN Enforcement Chief					
21						
22						
23						
24	CONSENT AGREEMENT 4 C-17-2234-17-AG01 INTEGRITY FIRST FINANCIAL GROUP, INC. KATHLENE MAE COLKITT	DEPARTMENT OF FINANCIAL INSTITUTIONS Division of Consumer Services 150 Israel Rd SW PO Box 41200 Olympia, WA 98504-1200 (360) 902-8703				