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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
Escrow Agent Registration Act of Washington by:

NO. C-08-223-10-CO02

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AVISTA ESCROW SERVICES, LLC, DOUGLAS
A. HUNTINGTON, 40% Owner,
SCOTT T. HUNTINGTON, 35% Owner, and
LENNIE L. MUELLER, 25% Owner and
Designated Escrow Officer,

CONSENT ORDER

SCOTT T. HUNTINGTON

Respondents.

COMES NOW the Director of the Department of Financial Institutions (Director), through his designee Deborah Bortner, Division Director, Division of Consumer Services, and Scott T. Huntington (Respondent S. Huntington), and finding that the issues raised in the above-captioned matter may be economically and efficiently settled solely as they relate to Respondent S. Huntington, agree to the entry of this Consent Order. This Consent Order is entered pursuant to chapter 18.44 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 Respondent S. Huntington have agreed upon a basis for resolution of the matters alleged in Amended Statement of Charges No. C-08-223-10-SC02 (Amended Statement of Charges)¹, entered April 20, 2010, (copy attached hereto) solely as they relate to Respondent S. Huntington. Pursuant to chapter 18.44 RCW, the Escrow Agent Registration Act (Act), and RCW 34.05.060 of the Administrative Procedure Act, Respondent S. Huntington hereby agrees to the Department's entry of this Consent Order and further agrees that the issues raised in the above-captioned matter may be economically and efficiently settled by entry of this Consent Order, solely as they relate to Respondent S.

¹ The Amended Statement of Charges is erroneously numbered C-08-223-08-SC02.

1 Huntington. The parties intend this Consent Order to fully resolve the Amended Statement of Charges solely as it
2 relates to Respondent S. Huntington.¹ Respondent S. Huntington is agreeing not to contest the Amended
3 Statement of Charges in consideration of the terms of this Consent Order.

4 Based upon the foregoing:

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

7 B. **Waiver of Hearing.** It is AGREED that Respondent S. Huntington has been informed of the right to
8 a hearing before an administrative law judge, and that he hereby waives his right to a hearing and any and all
9 administrative and judicial review of the issues raised in this matter, or of the resolution reached herein.

10 Accordingly, Respondent S. Huntington, by his signature below, withdraws his appeal.

11 C. **No Admission of Liability.** It is AGREED that Respondent S. Huntington does not admit to any
12 wrongdoing by entry of this Consent Order.

13 D. **Escrow Agent License Revocation.** It is AGREED that Respondent S. Huntington does not object
14 to the revocation of the Escrow Agent license of Avista Escrow Services, LLC.

15 E. **Fine.** It is AGREED that Respondent S. Huntington shall pay to the Department a fine of \$2,087.20
16 in the form of a cashier's check made payable to the "Washington State Treasurer" upon entry of this Consent
17 Order.

18 F. **Agreement not to Apply.** It is AGREED that Respondent S. Huntington, individually or in the
19 capacity as an owner, principal, share holder, or holder of any other type of ownership interest, shall not apply for
20 a license to conduct business as an Escrow Agent or Escrow Officer for ten years from the date of entry of this
21 Consent Order.

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24 ¹ This Consent Order also effectively resolves the Temporary Order to Cease and Desist, C-08-223-10-TD01, solely as it
25 relates to Respondent S. Huntington.

1 **G. License Amendment Fee.** It is AGREED that Respondent S. Huntington shall pay to the
2 Department the delinquent license amendment fee of \$56.02 in the form of a cashier's check made payable to the
3 "Washington State Treasurer" upon entry of this Consent Order.

4 **H. Investigation Fee.** It is AGREED that Respondent S. Huntington shall pay to the Department an
5 investigation fee of \$856.78 in the form of a cashier's check made payable to the "Washington State Treasurer"
6 upon entry of this Consent Order. Respondent S. Huntington may pay the fine, license amendment fee, and
7 investigation fee together in the form of a cashier's check in the amount of \$3,000 made payable to the
8 "Washington State Treasurer" upon entry of this Consent Order.

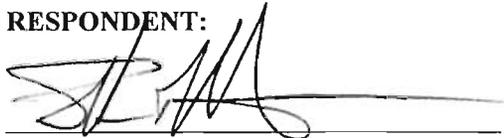
9 **I. Records Retention.** It is AGREED that Respondent S. Huntington, either jointly with the other
10 Respondents or individually, shall maintain all records involving Washington escrow transactions for a minimum
11 of six years following the closing or termination of the escrow transaction. It is further AGREED that Respondent
12 S. Huntington will notify the Department in writing of the location of the records.

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

17 **K. Voluntarily Entered.** It is AGREED that Respondent S. Huntington has voluntarily entered into this
18 Consent Order, which is effective when signed by the Director's designee.

19 **L. Completely Read, Understood, and Agreed.** It is AGREED that Respondent S. Huntington has
20 read this Consent Order in its entirety and fully understands and agrees to all of the same.

21
22 **RESPONDENT:**

23 

24 Scott T. Huntington
25 Individually

8-25-10
Date

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[Handwritten Signature]

Mark R. Roberts, WSBA #18811
Attorney at Law
Attorney for Respondent S. Huntington

8/26/10
Date

DO NOT WRITE BELOW THIS LINE

THIS ORDER ENTERED THIS 3rd DAY OF September, 2010.



[Handwritten Signature]

DEBORAH BORTNER
Director
Division of Consumer Services
Department of Financial Institutions

Presented by:

[Handwritten Signature]

STEVEN C. SHERMAN
Financial Legal Examiner

Approved by:

[Handwritten Signature]

JAMES R. BRUSSELBACK
Enforcement Chief

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3 **STATE OF WASHINGTON**
4 **DEPARTMENT OF FINANCIAL INSTITUTIONS**
5 **DIVISION OF CONSUMER SERVICES**

6 IN THE MATTER OF DETERMINING
7 Whether there has been a violation of the
8 Escrow Agent Registration Act of Washington
9 by:

10 AVISTA ESCROW SERVICES, LLC,
11 DOUGLAS A. HUNTINGTON, 40% Owner,
12 SCOTT T. HUNTINGTON, 35% Owner, and
13 LENNIE L. MUELLER, 25% Owner and
14 Designated Escrow Officer,
15 Respondents.

NO. C-08-223-08-SC02

AMENDED STATEMENT OF CHARGES
and NOTICE OF INTENT TO REVOKE
LICENSES, PROHIBIT FROM INDUSTRY,
IMPOSE FINE, COLLECT CHANGE OF
ADDRESS FEES, AND COLLECT
EXAMINATION AND INVESTIGATION
FEES

16 **INTRODUCTION**

17 Pursuant to RCW 18.44.410, the Director of the Department of Financial Institutions (Director) is
18 responsible for the administration of chapter 18.44 RCW, the Escrow Agent Registration Act (the Act).
19 After having conducted an investigation pursuant to RCW 18.44.420 and WAC 208-680G-020, the
20 Director, through his designee, Deborah Bortner, Division Director, Division of Consumer Services,
21 issued a Statement of Charges on December 18, 2008. Now, after conducting further investigation
22 pursuant to RCW 18.44.420 and WAC 208-680G-020, the Director, through his designee, Deborah
23 Bortner, Division Director, Division of Consumer Services, issues this Amended Statement of Charges
24 adding paragraphs 1.8, 1.9, 2.6, 2.7, 3.5, and 4.6, to address additional violations of the Act, and by
25 amending paragraphs 4.2, 4.4, and 4.7 to collect change of address fees, increase the fine, and increase
the investigation fee, and finds as follows:

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I. FACTUAL ALLEGATIONS

1.1 Respondents.

A. Avista Escrow Services, LLC (Respondent Avista) was licensed by the Department to conduct the business of an escrow agent on September 25, 2002, and has continued to be licensed to date. Respondent Avista is license to conduct business from one location at 15 Oregon Avenue #209, Tacoma, Washington.

B. Douglas A. Huntington (Respondent D. Huntington) is known to be 40% Owner of Respondent Avista. Respondent D. Huntington is also known to have an ownership interest in two other companies relevant to these charges: Huntington Properties III and Horizon Mortgage and Investments.

C. Scott T. Huntington (Respondent S. Huntington) is known to be 35% Owner of Respondent Avista. Respondent S. Huntington is also known to have an ownership interest in four other companies relevant to these charges: Huntington Properties I, Huntington Properties II, Huntington Properties III, and Horizon Mortgage and Investments.

D. Lennie L. Mueller (Respondent Mueller) is known to be 25% Owner and Designated Escrow Officer (DEO) of Respondent Avista. Respondent Mueller was appointed DEO on September 25, 2002, and has continued to be the DEO to date.

1.2 Examination. On or about March 10, 2008, the Department conducted an examination of Respondents' business practices for the period of February 1, 2007, through January 31, 2008. The Department's examiners conducted a complete review of fourteen escrow transactions and a limited review of thirty additional escrow transactions.

1 **1.3 Failure to Maintain Sufficient Funds in Trust.** Respondents did not maintain sufficient
2 funds in their trust account in an amount at least equal to the disbursements in the following nine of
3 the fourteen transactions completely reviewed:

4 A. In escrow 20045051, Respondents received a \$3,376.09 refund check from Countrywide
5 Home Loans (Countrywide) on March 23, 2005, for excess funds received for the seller's loan payoff.
6 The check was deposited into the trust account on March 28, 2005, and Respondents issued check
7 14250 in the amount of \$3,376.09, payable to the seller, the same day without verifying whether the
8 Countrywide check had cleared. Prior to the Countrywide check clearing, Countrywide placed a stop
9 payment on it, resulting in an overdraft of \$3,376.09. The overdraft was identified as an adjustment
10 item on the March 2005 reconciliation and was carried forward until Countrywide remitted a
11 replacement check on February 28, 2007.

12 B. In escrow 20051343, Respondents received a check for \$26,230.29 from Respondent D.
13 Huntington on August 2, 2005, which was deposited into the trust account the same day. The
14 transaction was reportedly cancelled and the funds were transferred by wire from the trust account
15 back to Respondent D. Huntington on August 3, 2005. Respondents, however, failed to verify that
16 Respondent D. Huntington's check had cleared and that the funds were available prior to making the
17 wire transfer. On August 11, 2005, Viking Bank returned Respondent D. Huntington's check due to
18 non-sufficient funds. As a result, the escrow account was overdrawn by \$26,230.29. Respondent D.
19 Huntington did not provide funds to cover the shortage until August 22, 2005.

20 C. In escrow 20051383, Respondents were required to collect an additional \$29.79 from the
21 customers at closing on November 11, 2005. Respondents, however, did not collect those funds;
22 overdrawing the escrow account by \$29.79. Respondents did not correct the deficiency until
23 November 24, 2008.
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1 **D.** In escrow 20061009, Respondents issued check 19279 in the amount of \$1,486.80 for
2 settlement agent fees. The check cleared the bank on January 31, 2006, but Respondents marked it as
3 voided the same day after it had already cleared. On February 1, 2006, Respondents issued check
4 19312 in the amount of \$1,466.80 for settlement agent fees. This check cleared on February 28, 2006,
5 creating a debit balance in the escrow account of \$1,466.80.

6 **E.** In escrow 20061077, Respondents accepted a Viking Bank counter check from Huntington
7 Properties I, LLC, owned by Respondent S. Huntington, in the amount of \$140,250 on or about April
8 5, 2006. The check, however, did not have an account number on it and shortly after it was deposited
9 into Respondents' trust account the bank debited it from the account. As a result, Respondents
10 disbursed funds from the escrow account in excess of what had been deposited. The deficiency was
11 not cured until April 2, 2008.

12 **F.** In escrow 20061100, Respondents conducted the settlement for a refinance of the
13 customer's property and made two disbursements to the customer; a wire transfer in the amount of
14 \$14,146.34 on April 11, 2006, and a \$182.64 check on April 26, 2006, described on the disbursement
15 register as "Excess Cash to Close." The final disbursement to the customer overdrawed the escrow
16 account by \$43.20. The deficiency was not cured until November 24, 2008.

17 **G.** In escrow 20061289, Respondents were required to collect \$740.44 at closing from
18 Respondent S. Huntington to cover all closing costs. The transaction closed on or about October 4,
19 2006, but Respondents did not collect the required funds. The deficiency was not cured until March
20 11, 2008, when Respondent S. Huntington remitted the required funds.

21 **H.** In escrow 20061400, Respondents collected an earnest money check in the amount of
22 \$10,000 from buyer Huntington Properties III, owned by Respondents D. Huntington and S.
23 Huntington. The check, however, was not deposited because it had been cancelled. The transaction
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1 closed on or about January 9, 2007, and funds were disbursed in excess of the amount deposited by
2 \$10,000. The deficiency was not cured until April 19, 2007, when Huntington Properties III remitted
3 a cashier's check for the \$10,000 earnest money.

4 I. In escrow 20061420, Respondents received a check in the amount of \$350,000 from buyer
5 Huntington Properties I, owned by Respondent S. Huntington, on November 16, 2006. The
6 transaction was canceled November 17, 2006, and Respondents issued a check in the amount of
7 \$350,000 from its trust account to Huntington Properties the same day without first verifying that the
8 check from Huntington Properties I had cleared the bank and that the funds were available. On
9 November 22, 2006, Viking Bank returned the \$350,000 check received from Huntington Properties I
10 due to non-sufficient funds. The \$350,000 overdraft was not cured until February 16, 2007.

11
12 **1.4 Failure to Resolve Overdrawn Escrow Accounts in a Timely Manner.** Respondents did not
13 resolve overdrawn escrow accounts in a timely manner in the following eight of the fourteen
14 transactions completely reviewed:

15 A. In escrow 20045051, Respondents received a \$3,376.09 refund check from Countrywide on
16 March 23, 2005. The check was deposited into the trust account on March 28, 2005, and Respondent
17 Avista issued check 14250 in the amount of \$3,376.09, payable to the seller, the same day. Prior to
18 the Countrywide check clearing the bank, Countrywide stopped payment, overdrawing the escrow
19 account. The overdraft was identified as an adjustment item on Respondents' March 2005
20 reconciliation, but the deficiency was not corrected until February 28, 2007.

21
22 B. In escrow 20051383, Respondents were required to collect an additional \$29.79 from the
23 customers at closing on November 11, 2005. Respondents, however, failed to collect those funds
24 overdrawing the escrow account by \$29.79. Respondents did not correct the deficiency until
25 November 24, 2008.

1 **C.** In escrow 20061009, Respondents issued check 19279 in the amount of \$1,486.80 for
2 settlement agent fees. The check cleared the bank on January 31, 2006, but Respondents marked it as
3 voided the same day after it had already cleared. On February 1, 2006, Respondents issued check
4 19312 in the amount of \$1,466.80 for settlement agent fees. This check cleared on February 28, 2006,
5 creating a debit balance of \$1,468.80. To date, Respondents have not corrected this deficiency.

6 **D.** In escrow 20061077, Respondents accepted a Viking Bank counter check from Huntington
7 Properties I, LLC, owned by Respondent S. Huntington, in the amount of \$140,250 on or about April
8 5, 2006. The check, however, did not have an account number on it and shortly after it was deposited
9 into Respondents' trust account the bank debited it from the account. As a result, Respondents
10 disbursed funds from the escrow account in excess of what had been deposited. Respondents did not
11 correct the deficiency until April 2, 2008.

12 **E.** In escrow 20061100, Respondents conducted the settlement of a refinance of the
13 customer's property and made two disbursements to the customer; a wire transfer in the amount of
14 \$14,146.34 on April 11, 2006, and a \$182.64 check on April 26, 2006. The final disbursement to the
15 customer overdrew the escrow account by \$43.20. Respondents did not correct the deficiency until
16 November 24, 2008.

17 **F.** In escrow 20061289, Respondents were required to collect \$740.44 at closing from
18 Respondent S. Huntington to cover all closing costs. The transaction closed on or about October 4,
19 2006, but Respondents did not collect the required funds. The deficiency was not cured until March
20 11, 2008.

21 **G.** In escrow 20061400, Respondents collected an earnest money check in the amount of
22 \$10,000 from buyer Huntington Properties III, owned by Respondents D. Huntington and S.
23 Huntington. The check, however, was not deposited. The transaction closed on or about January 9,
24
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1 2007, and funds were disbursed in excess of the amount deposited by \$10,000. The deficiency was
2 not cured until April 19, 2007.

3 **H.** In escrow 20061420, Respondents received a check in the amount of \$350,000 from buyer
4 Huntington Properties I, owned by Respondent S. Huntington, on November 16, 2006, and deposited
5 the check into Respondents' trust account. The transaction was canceled November 17, 2006, and
6 Respondents issued a check in the amount of \$350,000 from its trust account to Huntington Properties
7 I the same day. On November 22, 2006, Viking Bank returned the \$350,000 check received from
8 Huntington Properties I due to non-sufficient funds. The deficiency was not cured until February 16,
9 2007.

10
11 **1.5 Failure to Perform Other Duties Expeditiously.** Respondents' January 2008 month-end
12 reconciliation report shows that Respondents did not clear several system and bank adjustments.
13 Additionally, Respondents' "Outstanding Instruments" report shows a total of \$26,687.71 in stale
14 checks for the period of August 18, 2004, to September 4, 2007.

15 **1.6 Failure to Maintain Accurate Records.** Respondents did not properly post receipts and
16 disbursements to Respondents' operating system, requiring Respondents to perform \$553,471.71 in
17 adjustments to the accounting system during the period of February 1, 2007, through January 31,
18 2008. Additionally, Respondents were unable to explain why \$100,889.05 appeared as an adjustment
19 on Respondents' January 2007 reconciliation or why that amount was cleared without identifying what
20 caused the adjustment. This is a repeat violation from Respondents' 2004 examination, a copy of
21 which was previously provided to Respondents.

22
23 **1.7 Failure to Timely Submit Quarterly Reports.** Respondents did not file quarterly reports for
24 the first and third quarters of 2007, and did not file quarterly reports within 30 days of the end of the
25 quarter for the second and fourth quarters of 2007.

1 **1.8 Failure to Comply with Director's Authority.**

2 A. On or about December 2, 2009, while Statement of Charges C-08-223-08-SC01 was pending,
3 the Department conducted a follow-up examination of Respondents' books and records. As a result of
4 that examination, on December 12, 2009, the Department instructed Respondents to provide a copy of
5 four specific escrow files: 20081096, 20081097, 20081102, and 20081107. Respondents were instructed
6 to provide the files by December 17, 2009. To date, these files have not been provided by Respondents.
7

8 B. On or about January 26, 2010, the Department issued a Requirement and Directive
9 instructing Respondents to provide documentation and fees associated with Respondents' change of
10 address. The Requirement and Directive was delivered to Respondents via their attorney on or about
11 February 2, 2010, and Respondents were instructed to provide the required materials by February 12,
12 2010. To date, Respondents have not complied with the Requirement and Directive.

13 C. On or about March 15, 2010, the Department issued a subpoena to Respondents under
14 complaint 34333 requiring Respondents to provide a copy of a specific escrow file and an explanation
15 for the complaint. Respondent was required to provided the required materials on or before March 26,
16 2010. To date, Respondents have not complied with the subpoena.

17 **1.9 Fail to Properly Notify Department of Change of Location or Pay Fee.** On or about February
18 24, 2009, the Department received insurance documents from Respondents which bore an address
19 different from that in the Department's records. At that time the Department requested the required
20 amendment form and fee. The required amendment form was not provided until January 21, 2010,
21 and the required fee has not been paid.
22

23 **1.10 On-Going Investigation.** The Department's investigation into the alleged violations of the Act
24 by Respondents continues to date.
25

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

2 **2.1 Definition of Escrow Agent.** Pursuant to RCW 18.44.011(6) "Escrow Agent" means any person
3 engaged in the business of performing for compensation the duties of the third person referred to in
4 RCW 18.44.011(4).

5 **2.2 Prohibition against Disbursing Funds from an Escrow Account Exceeding the Deposits for**
6 **the Transaction.** Based on the factual allegations set forth in Section I above, Respondents are in
7 apparent violation of RCW 18.44.400(3) and WAC 208-680E-011(14)(c) for disbursing funds from an
8 escrow account in excess of the amount deposited for the transaction.

9 **2.3 Requirement to Perform Duties Expeditiously.** Based on the factual allegations set forth in
10 Section I above, Respondents are in apparent violation of RCW 18.44.430(1)(i) and WAC 208-680D-050
11 for negligently failing to perform all acts required by an escrow agent as expeditiously as possible.

12 **2.4 Requirement to Maintain Accurate Records.** Based on the factual allegations set forth in
13 Section I above, Respondents are in apparent violation of RCW 18.44.301(6) and (8) and WAC 208-
14 680D-030(1) for failing to maintain accurate records. Additionally, Respondent Mueller is in apparent
15 violation of WAC 208-680D-010 for failing to ensure the correctness of entries in all required escrow
16 records.

17 **2.5 Requirement to Submit Quarterly Reports.** Based on the factual allegations set forth in
18 Section I above, Respondents are in apparent violation of RCW 18.44.430(1)(f) and WAC 208-680E-
19 025(1), (2), and (3) for failing to submit all four 2007 quarterly reports within 30 days following the end
20 of each quarter.

21 **2.6 Requirement to Comply with Director's Authority.** Based on the Factual Allegations set
22 forth in Section I above, Respondents are in apparent violation of RCW 18.44.400(1) and RCW
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1 18.44.420(2) by failing to provide documents and other materials requested, directed, and subpoenaed
2 by the Director.

3 **2.7 Requirement to Timely Notify Department of Change of Location and Pay Fee.** Based on
4 the Factual Allegations set forth in Section I above, Respondents are in apparent violation of WAC
5 208-680C-040 for failing to notify the Department of a change of location at least 10 days before the
6 change takes place and for failing to pay the associated fee.

7 **III. AUTHORITY TO IMPOSE SANCTIONS**

8 **3.1 Authority to Revoke License.** Pursuant to RCW 18.44.430(1)(b), the Director may revoke
9 the license of any escrow agent or escrow officer for violating any of the provisions of the Act or any
10 lawful rules made by the Director pursuant to the Act.

11 **3.2 Authority to Prohibit from the Industry** Pursuant to RCW 18.44.430(3), in addition to or in
12 lieu of license denial the Director may remove and/or prohibit from participation in the conduct of the
13 affairs of a licensed escrow agent, any officer, controlling person, director, employee, or licensed
14 escrow officer.

15 **3.3 Authority to Impose Fines.** Pursuant to RCW 18.44.430(3) and WAC 208-680G-040(3), in
16 addition to or in lieu of license denial the Director may impose a fine of up to \$100 per day for each day's
17 violation of the Act.

18 **3.4 Authority to Collect Licensing Fees.** Pursuant to WAC 208-680B-080, the Director shall collect
19 a fee to process an address change for an escrow agent or an escrow officer.

20 **3.5 Authority to Collect Examination and Investigation Fees.** Pursuant to RCW 18.44.410 and
21 WAC 208-680G-050, the expense of an examination and investigation pursuant to WAC 208-680G-020
22 shall be borne by the entity which is the subject of the investigation.
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1 **IV. NOTICE OF INTENTION TO ENTER ORDER**

2 Respondents' violations of the provisions of chapter 18.44 RCW as set forth in the above Factual
3 Allegations and Grounds For Entry Of Order constitute a basis for the entry of an Order under RCW
4 18.44.410, RCW 18.44.430, RCW 18.44.301, and WAC 208-680G-030 which authorize the Director to
5 enforce all laws, rules, and regulations related to the registration of escrow agents and licensing of escrow
6 officers. Therefore, it is the Director's intention to ORDER that:

- 7
- 8 **4.1** Respondents Avista Escrow Services, LLC, Douglas A. Huntington, Scott A. Huntington, and
Lennie L. Mueller's license to conduct the business of an escrow agent be revoked;
- 9 **4.2** Respondent Lennie A. Mueller's license to conduct the business of an escrow officer be revoked;
- 10 **4.3** Respondents Avista Escrow Services, LLC, Douglas A. Huntington, Scott A. Huntington, and
11 Lennie L. Mueller be prohibited from participating in the conduct of the affairs of any licensed
12 escrow agent, as officer, controlling person, director, employee, or licensed escrow officer, for a
period of five years;
- 13 **4.4** Respondents Avista Escrow Services, LLC, Douglas A. Huntington, Scott A. Huntington, and
14 Lennie L. Mueller jointly and severally pay a fine which as of the date of these charges totals
\$50,000;
- 15 **4.5** Respondents Avista Escrow Services, LLC, Douglas A. Huntington, Scott A. Huntington, and
16 Lennie L. Mueller jointly and severally pay costs of examination which as of the date of these
17 charges totals \$3,019.58, and which includes \$2,812.50 calculated at \$62.50 per hour for forty-
five staff hours devoted to the examination and \$207.08 for travel expenses;
- 18 **4.6** Respondents Avista Escrow Services, LLC, Douglas A. Huntington, Scott A. Huntington, and
Lennie L. Mueller jointly and severally pay address amendment fees totaling \$56.02;
- 19 **4.7** Respondents Avista Escrow Services, LLC, Douglas A. Huntington, Scott A. Huntington, and
20 Lennie L. Mueller jointly and severally pay an investigation fee which as of the date of these
21 charges totals \$3,250.00, calculated at \$62.50 per hour for 52 staff hours devoted to the
investigation; and
- 22 **4.8** Respondents Avista Escrow Services, LLC, Douglas A. Huntington, Scott A. Huntington, and
23 Lennie L. Mueller maintain all records involving Washington escrow transactions for a minimum
of six years following the closing or termination of the escrow transaction.

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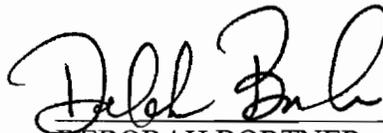
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V. AUTHORITY AND PROCEDURE

This Statement of Charges and Notice of Intent to Revoke Licenses, Prohibit from Industry, Impose Fine, Collect Change of Address Fees, and Collect Examination and Investigation Fees (Statement of Charges) is entered pursuant to the provisions of RCW 18.44.410 and RCW 18.44.430, and is subject to the provisions of chapter 34.05 RCW. Respondents may make a written request for a hearing as set forth in the NOTICE OF OPPORTUNITY TO DEFEND AND OPPORTUNITY FOR HEARING accompanying this Statement of Charges.

DATED this 20th day of April, 2010.




DEBORAH BORTNER
Director
Division of Consumer Services
Department of Financial Institutions

Presented by:


STEVEN C. SHERMAN
Financial Legal Examiner

Approved by:


JAMES R. BRUSSELBACK
Enforcement Chief