

**ORDER SUMMARY**  
**Consumer Services Division Case Number C-23-3632**

*Consent Orders resolve investigations. In these, companies and individuals work with us to agree to terms that resolve the alleged issues in the investigation.*

<b>Names</b>	<b>Nordstrom, Leiren &amp; Associates, Inc., NMLS #114931</b> <b>Ingunn Borhaug Leiren, NMLS #114959</b>
<b>Order Number</b>	C-23-3632-24-CO01
<b>Date issued</b>	October 24, 2024

**What does this Consent Order require?**

- Must pay a fine of \$10,000.
- Must pay a fine of \$30,000. *This fine is stayed (doesn't have to be paid) until October 24, 2029, as long as [Respondents] comply with the order. The fine goes away on that date if Respondents have complied.*
- Must pay an investigation fee of \$590.40. (Investigation fees cover the cost of DFI staff time working on the investigation.)
- Respondent Nordstrom's mortgage broker license and Respondent Leiren's loan originator license revocations are stayed until October 24, 2029.
- Respondent Leiren shall be removed as Designated Broker by June 1, 2025.
- Respondent Leiren shall surrender Designated Broker registration by June 1, 2025.
- Respondents' prohibition from the industry is stayed until October 24, 2029.
- Respondents must undergo a compliance examination by October 24, 2029.
- Respondents must maintain compliance with all applicable laws and regulations, and maintain an Anti-Money Laundering and Red Flags program in compliance in with all applicable laws and regulations.

**Need more information?**

You can contact the Consumer Services Division, Enforcement unit at (360) 902-8703 or [cseforcecomplaints@dfi.wa.gov](mailto:cseforcecomplaints@dfi.wa.gov). *Please remember that we cannot provide financial or legal advice to members of the public. We also cannot release confidential information.*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10

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

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

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

No.: C-23-3632-24-CO01

CONSENT ORDER

NORDSTROM, LEIREN & ASSOCIATES INC,  
NMLS # 114931

and

INGUNN BORHAUG LEIREN, Owner,  
Designated Broker,  
NMLS # 114959

Respondents.

COMES NOW the Director of the Department of Financial Institutions (Director), through his  
designee Ali Higgs, Division of Consumer Services Director, Nordstrom Leiren & Associates Inc  
(Respondent Nordstrom), and Ingunn Borhaug Leiren, owner and designated broker (Respondent  
Leiren), and finding that the issues raised in the above-captioned matter may be economically and  
efficiently settled, agree to the entry of this Consent Order. This Consent Order is entered pursuant to  
chapter 19.146 of the Revised Code of Washington (RCW), and RCW 34.05.060 of the  
Administrative Procedure Act, based on the following:

**AGREEMENT AND ORDER**

The Department of Financial Institutions, Division of Consumer Services (Department) and  
Respondents have agreed upon a basis for resolution of the matters alleged in Statement of Charges  
No. C-23-3632-24-SC01 (Statement of Charges), entered March 15<sup>th</sup>, 2024 (copy attached hereto).  
Pursuant to chapter 19.146 RCW, the Mortgage Broker Practices Act (Act), and RCW 34.05.060 of  
the Administrative Procedure Act, Respondents hereby agree to the Department's entry of this  
Consent Order and further agree that the issues raised in the above-captioned matter may be

1 economically and efficiently settled by entry of this Consent Order. The parties intend this Consent  
2 Order to fully resolve the Statement of Charges. Respondents are agreeing not to contest the  
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  
6 of the activities discussed herein.

7 **B. Waiver of Hearing.** It is AGREED that Respondents have been informed of the right to a  
8 hearing before an administrative law judge, and hereby waive their 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  
10 herein. Accordingly, Respondents, by their signatures or the signatures of their representatives below,  
11 withdraw their appeal to the Office of Administrative Hearings.

12 **C. Revocation of Licenses (Stayed).** It is AGREED and ORDERED that Respondent  
13 Nordstrom's license to conduct the business of a mortgage broker and Respondent Leiren's license to  
14 conduct the business of a loan originator are revoked. It is further AGREED and ORDERED that  
15 Respondents' license revocations are stayed for five (5) years from the date of entry of this Consent  
16 Order contingent upon Respondents' compliance with the Act and related rules, and compliance with  
17 this Consent Order, unless lifted pursuant to Paragraph O. Absent any action by the Department to lift  
18 the stay and impose the stayed revocations pursuant to Paragraph O, the revocations shall expire five  
19 (5) years from the date of entry of this Consent Order without further action or notice by the  
20 Department, however expiration shall not occur if the steps of lifting the stay as stated in paragraph O  
21 are in process by the Department.

22 **D. Designated Broker Removal.** It is AGREED and ORDERED that Respondent  
23 Nordstrom shall remove and replace Respondent Leiren as the Designated Broker before June 1<sup>st</sup>,  
24 2025.

1           **E. Designated Broker Registration Surrender.** It is AGREED and ORDERED that  
2 Respondent Leiren shall surrender the Designated Broker registration to the Department before June  
3 1<sup>st</sup>, 2025.

4           **F. Prohibition from Industry.** It is AGREED and ORDERED that Respondents are  
5 prohibited from participating, in any manner, in the conduct of the affairs of any mortgage broker  
6 licensed by the Department or subject to licensure or regulation by the Department, for a period of  
7 five (5) years from the date of entry of this Consent Order. It is further AGREED and ORDERED  
8 that the prohibition is stayed for five (5) years from the date of entry of this Consent Order contingent  
9 upon Respondents' compliance with the Act and related rules, and compliance with this Consent  
10 Order, unless lifted pursuant to Paragraph O. Absent any action by the Department to lift the stay and  
11 impose the stayed prohibition pursuant to Paragraph O, the prohibition shall expire five (5) years  
12 from the date of entry of this Consent Order without further action or notice by the Department,  
13 however expiration shall not occur if the steps of lifting the stay as stated in paragraph O are in  
14 process by the Department.

15           **G. Cease and Desist and Future Compliance.** It is AGREED that Respondents have  
16 represented, warranted, and attested to the Department that they have ceased and desisted from  
17 engaging in violations of the Act and rules. It is further AGREED and ORDERED that Respondents  
18 shall henceforth comply with the Act and all related rules.

19           **H. Compliance Examination.** It is AGREED and ORDERED that the Department may,  
20 within five (5) years of the entry of this Consent Order, conduct compliance examinations of  
21 Respondents' business, including examining compliance with this Consent Order, the Act, related  
22 rules, and applicable federal law, policies, and procedures at Respondents' cost and expense.

23           **I. Required Affirmative Actions.** Its is AGREED and ORDERED that:  
24

- 1           1. Respondents shall conduct all business in compliance with all applicable laws and regulations.
- 2           2. Respondents shall maintain an Anti-Money Laundering and Red Flags programs in compliance with all applicable laws and regulations.

3           **J. Fine (Partially Stayed).** It is AGREED and ORDERED that Respondents shall jointly  
4 and severally pay a fine to the Department in the amount of \$40,000, with \$10,000 to be paid prior to  
5 the entry of this Consent Order (Paid Fine) and \$30,000 stayed (Stayed Fine). It is FURTHER  
6 AGREED and ORDERED that Respondents shall pay the Paid Fine to the Department pursuant  
7 paragraph L. The Stayed Fine shall be stayed for a period of five (5) years from the entry of this  
8 Consent Order contingent upon Respondent's compliance with this Consent Order, and compliance  
9 with the Acts and rules, unless lifted pursuant to paragraph O. Absent any action by the Department  
10 to lift the Stayed Fine pursuant to Paragraph O, Respondents' obligation to pay the Stayed Fine shall  
11 expire five (5) years from the date of entry of this Consent Order without further action or notice by  
12 the Department.

13           **K. Investigation Fee.** It is AGREED and ORDERED that Respondents shall jointly and  
14 severally pay to the Department an investigation fee of \$590.40 pursuant to paragraph L.

15           **L. Payment.** It is AGREED that the Respondents shall pay the Fine and Investigation Fee  
16 together in one \$10,590.40 cashier's check made payable to the "Washington State Treasurer," upon  
17 delivery of this Consent Order to the Department, properly dated and signed.

18           **M. Records Retention.** It is AGREED that Respondent Nordstrom, its officers, employees,  
19 and agents shall maintain records in compliance with the Act and provide the Director with the  
20 location of the books, records and other information relating to Respondent Nordstrom's mortgage  
21 broker business, and the name, address and telephone number of the individual responsible for  
22 maintenance of such records in compliance with the Act.

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

5           **O. Lifting of Stay and Imposition of Stayed Sanctions.** It is AGREED and ORDERED:

- 6           1. If during the stay, the Department determines that Respondents have not complied  
7 with the Act, related rules, or this Consent Order, and the Department seeks to lift the  
8 stay and impose the Stayed Revocation, Prohibitions, and Fine, the Department will  
9 first serve Respondents with a written notice of alleged noncompliance.
- 10           2. The notice will include:
- 11           a. A description of the alleged noncompliance;
  - 12           b. A statement that the Department seeks to lift the stay and impose the Stayed  
13           Revocations, Stayed Prohibitions, and Stayed Fine;
  - 14           c. Notice that Respondents can contest to the Department's determinations of  
15           noncompliance either in adjudicative hearing before and Administrative Law  
16           Judge (ALJ) of the Office of Administrative Hearings (OAH), or by  
17           submitting a written response to the Department contesting the alleged  
18           noncompliance; and
  - 19           d. Notice that the notification and adjudicative hearing process provided in this  
20           paragraph applies only to this Consent Order in the event either Respondent  
21           chooses to contest the Department's determination of noncompliance.
- 22           3. Any Respondent who wishes to contest the Department's determination of  
23           noncompliance will have twenty (20) days from the date of receipt of the  
24           Department's notice to submit a written request to the Department for an adjudicative  
          hearing.
4. The scope and issues of the adjudicative hearing are limited solely to whether or not  
          Respondents are in violation of the terms of this Consent Order, the Act, or related  
          rules.
5. At the conclusion of the hearing, the ALJ will issue an initial decision. Either party  
          may file a petition for Review of the initial decision with the Director of the  
          Department.
6. In lieu of requesting an adjudicative hearing, within twenty (20) days from the date of  
          service of the notice of alleged noncompliance, Respondents may submit a written  
          response for consideration by the Department contesting the alleged noncompliance.  
          The response must include each Respondents' waiver of the right to an adjudicative  
          hearing, may address the alleged noncompliance, and may seek an alternative  
          resolution to lifting the Stayed sanctions.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

7. **DEFAULT:** If any Respondent does not timely either request an adjudicative hearing, or timely submit a written response contesting the alleged noncompliance, the Department will impose the Stayed Revocations, Stayed Prohibitions, and Stayed Fine without further notice.

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

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

**R. Authority to Execute Order.** It is AGREED that the undersigned authorized representative has represented and warranted that she has the full power and right to execute this Consent Order on behalf of Respondent.

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

**RESPONDENTS:**

**Nordstrom, Leiren & Associates Inc**



Ingunn Borhaug Leiren  
Owner and Designated Broker



Ingunn Borhaug Leiren  
Individually

//  
//  
//

10.14.2024  
Date


10.14.2024  
Date

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24


DO NOT WRITE BELOW THIS LINE

THIS ORDER ENTERED THIS 24th DAY OF October, 2024.




  
\_\_\_\_\_  
Ali Higgs, Director  
Division of Consumer Services  
Department of Financial Institutions

Presented by:

  
\_\_\_\_\_  
SANDRA MÉNDEZ  
Financial Legal Examiner

Reviewed and Approved by:

  
\_\_\_\_\_  
JAMES R. BRUSSELBACK  
Acting Enforcement Chief



1  
2  
3  
4  
5  
6  
7  
8  
9

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

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

NORDSTROM, LEIREN & ASSOCIATES INC,  
NMLS # 114931,  
and  
INGUNN BORHAUG LEIREN,  
Owner, Designated Broker, and Mortgage Loan  
Originator, NMLS # 114959,

Respondents.

No. C-23-3632-24-SC01

STATEMENT OF CHARGES and  
NOTICE OF INTENT TO ENTER AN  
ORDER TO REVOKE MORTGAGE  
BROKER LICENSE, DENY APPLICATION  
TO RENEW MORTGAGE BROKER  
LICENSE, REVOKE DESIGNATED  
BROKER REGISTRATION, REVOKE  
LOAN ORIGINATOR LICENSE, PROHIBIT  
FROM INDUSTRY, IMPOSE FINE,  
COLLECT INVESTIGATION FEE, and  
RECOVER COSTS AND EXPENSES

10  
11  
12  
13  
14  
15  
16  
17

**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 Ali Higgs, institutes this proceeding and finds as follows:

18  
19  
20  
21  
22  
23  
24

**I. FACTUAL ALLEGATIONS**

**1.1 Respondents.**

A. **Nordstrom, Leiren & Associates Inc** (Respondent Nordstrom) was licensed by the  
Department of Financial Institutions of the State of Washington (Department) to conduct business as  
a mortgage broker on or about May 24, 1994, and continues to be licensed to date. On or about  
December 6, 2023, Respondent Nordstrom submitted a request to renew its mortgage broker license  
with the Department. As of the date of this Statement of Changes, that request is currently pending.

1           B.       **Ingunn Borhaug Leiren** (Respondent Leiren) is the Owner, Designated Broker, and  
2 Mortgage Loan Originator of Respondent Nordstrom. Respondent Leiren was named Designated  
3 Broker of Respondent Nordstrom on or about January 5, 2010, and continues to be Designated Broker  
4 to date. Respondent Leiren was licensed by the Department to conduct business as a loan originator  
5 on or about January 5, 2010, and continues to be licensed to date.

6 **1.2     Prior Examinations.** The Department conducted compliance examinations of Respondent  
7 Nordstrom in 2015, 2017, and 2019. The Report of Examination (ROE) from February 28, 2015,  
8 identified 15 violations of the law. The ROE from April 30, 2017 identified 23 violations, 10 of which  
9 were repeat findings. The ROE from May 31, 2019 identified 10 violations, 8 of which were repeat  
10 findings.

11 **1.3     Prior Enforcement Action.** As a result of the 2017 examination, on or about March 30, 2018,  
12 the Department issued a Statement of Charges and Notice of Intent to Enter an Order to Cease and  
13 Desist, Revoke Licenses, Prohibit from Industry, Impose Fine, Collect Investigation Fee, and Recover  
14 Cost and Expenses (2018 Statement of Charges).<sup>1</sup> On June 22, 2018, the Department and the  
15 Respondents entered into a Consent Order to resolve the 2018 Statement of Charges.<sup>2</sup> Respondents  
16 agreed to cease and desist from violating the Act, agreed to hire an outside Compliance Officer to  
17 oversee their business practices, and paid the fine and investigation fees. Further, the licenses  
18 revocations and the prohibition from industry were stayed for two (2) years.

19 **1.4     2023 Examination.** From August 7, 2023, through August 10, 2023, the Department  
20 conducted a compliance follow-up examination of Respondent Nordstrom business practices for the  
21 period of April 1, 2021, through April 30, 2023. The Department determined that Respondent  
22  
23

24 <sup>1</sup> Statement of Charges No. C-17-2265-18-SC01.

<sup>2</sup> Consent Order No. C-17-2265-18-CO01.

1 Nordstrom violated the Act as detailed below that included four findings of repeat violations noted on  
2 prior examinations, and two cited for the fourth consecutive examination.

3 **1.5 Engaged in Misleading and Deceptive Practices.** Respondent Nordstrom provided pre-  
4 approval letters to at least five (5) Washington borrowers without first obtaining approval from a  
5 lender or an automated underwriting system (AUS). In at least two (2) instances, Respondent  
6 Nordstrom issued pre-approval letters to Washington borrowers that stated the company had made the  
7 pre-approval decision after evaluating the borrower’s credit, income and assets, when this information  
8 was not true as the company did not have the credit report or income and asset information until after  
9 the letter was issued.

10 **1.6 Did not Adhere to Tolerance Limits.** This is a repeat finding cited by the Department for  
11 three consecutive examinations from 2017, 2019, and 2023. On or about November 4, 2021,  
12 Respondent Nordstrom issued an initial Loan Estimate (LE) to a Washington borrower that indicated  
13 that the borrower was permitted to shop for title and escrow services. The LE disclosed a lender’s title  
14 insurance fee, settlement fee, and recording fees that at settlement were charged with an increase  
15 totaling more than the 10% tolerance allowed by law. On or about April 8, 2022, Respondent  
16 Nordstrom issued an LE to another Washington borrower that disclosed appraisal fees that at  
17 settlement were charged in amount that was higher than initially estimated which is more than the 0%  
18 tolerance allowed by law.

19 **1.7 Did not Provide a Rate Lock Agreement within Three Business Days.** Respondent  
20 Nordstrom did not provide at least 10 Washington borrowers with a rate lock agreement within three  
21 business days after locking or changing the borrower’s interest rate or extending the rate lock period.  
22 This is a repeat finding from all three (3) previous exams of 2015, 2017, and 2019.

23 **1.8 Did not Develop and Implement a Compliant Red Flags Program.** Respondent Nordstrom  
24 provided to the Department a five-page document titled “Red Flags Policy and Identity Theft

1 Prevention Program” that was undated and unsigned and appears to be a generic model not specific to  
2 the mortgage industry. Additionally, it did not designate an administrator to monitor compliance and  
3 update as needed and did not disclose the frequency of staff training dedicated to preventing identity  
4 theft.

5 **1.9 Did not Develop and Implement an Anti-Money Laundering Program.** Respondent  
6 Nordstrom provided to the Department an Anti-Money Laundering Program (AML) for the exam  
7 period that Respondent Nordstrom approved after the examination was completed. The program did  
8 not clearly specify frequency of independent testing of the program, did not include a manager  
9 approval and implementation date, and appears to be a model not specific to a mortgage broker. This  
10 is a repeat finding from all three (3) previous exams of 2015, 2017, and 2019.

11 **1.10 Did not Maintain Records.** Respondent Nordstrom did not maintain complete loan records  
12 for at least seven (7) borrowers. For the seven (7) incomplete loan files, Respondent Nordstrom did  
13 not provide the Department with 22 documents required to be maintained as part of the loan files.

14 **1.11 Did not Provide a Privacy Policy.** Respondent Nordstrom did not provide a privacy policy  
15 disclosure to at least 21 borrowers when a customer relationship was established between Respondent  
16 Nordstrom and the borrowers.

17 **1.12 Conducted Business Using Only the Registered Trade Name.** Respondent Nordstrom  
18 conducted business using only the registered trade name *Leiren & Associates* without also using the  
19 company’s main license name or license number on pre-approval letters and disclosures issued to at  
20 least 17 borrowers.

21 **1.13 On-Going Investigation.** The Department’s investigation into the alleged violations of the  
22 Act by Respondents continues to date.

23 //

24 //

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

2 **2.1 Responsibility for Conduct of Employees.** Pursuant to RCW 19.146.245, a licensed  
3 mortgage broker is liable for any conduct violating the Act by the designated broker, a loan originator,  
4 or other licensed mortgage broker while employed or engaged by the licensed mortgage broker.

5 **2.2 Responsibility of Designated Broker.** Pursuant to RCW 19.146.200(3), every licensed  
6 mortgage broker must at all times have a designated broker responsible for all activities of the  
7 mortgage broker in conducting the business of a mortgage broker. A designated broker, principal, or  
8 owner who has supervisory authority over a mortgage broker is responsible for a licensee’s,  
9 employee’s, or independent contractor’s violations of the Act if: the designated broker, principal, or  
10 owner directs or instructs the conduct or, with knowledge of the specific conduct, approves or allows  
11 the conduct; or the designated broker, principal, or owner who has supervisory authority over the  
12 licensed mortgage broker knows or by the exercise of reasonable care and inquiry should have known  
13 of the conduct, at a time when its consequences can be avoided or mitigated and fails to take reasonable  
14 remedial action.

15 **2.3 Prohibited Acts.** Based on the Factual Allegations set forth in Sections 1.5, 1.6, and 1.7, 1.8,  
16 1.9, and 1.11 above, Respondents are in apparent violation of RCW 19.146.0201(2), (7) and (11), and  
17 WAC 208-660-500(3)(a),(b), and (r) by directly or indirectly engaging in any unfair or deceptive  
18 practice toward any person and failing to comply with federal statutes and regulations.

19 **2.4 Fiduciary Duties.** Based on the Factual Allegations set forth in Section 1.5 above Respondents  
20 are in apparent violation of RCW 19.146.095(1)(d) by failing to use reasonable care in performing its  
21 duties.

22 **2.5 Requirement to Adhere to Tolerance Limits.** Based on the Factual Allegations set forth in  
23 Section 1.6 above, Respondents are in apparent violation of RCW 19.146.0201(11), and RCW

1 19.146.030(4) by failing to adhere to tolerance limits as required by Regulation Z, 12 C.F.R. §  
2 1026.19(e).

3 **2.6 Requirement to Provide a Rate Lock Agreement within Three Business Days.** Based on  
4 the Factual Allegations set forth in Section 1.7 Respondents are in apparent violation of RCW  
5 19.146.030(1) and (2), and WAC 208-660-430(1), (3)(c), and (6) by failing to ensure borrowers were  
6 provided with a rate lock agreement within three (3) business days as required.

7 **2.7 Requirement to Develop and Implement a Compliant Red Flags Program.** Based on the  
8 Factual Allegations set forth in Section 1.8 above, Respondents are in apparent violation of RCW  
9 19.146.0201(11) by failing to develop and implement a compliant red flags program as required by  
10 the Federal Trade Commission, Fair Credit Reporting Act, 16 CFR, Part 681.1(d), (e), and (f).

11 **2.8 Requirement to Develop and Implement a Compliant Anti-Money Laundering Program.**  
12 Based on the Factual Allegations set forth in Section 1.9 above, Respondents are in apparent violation  
13 of RCW 19.146.0201(11) by failing to develop and implement a compliant anti-money laundering  
14 program as required by the FinCEN, Department of the Treasury, 31 C.F.R. §1029.210.

15 **2.9 Recordkeeping Requirements.** Based on the Factual Allegations set forth in Section 1.10  
16 above, Respondents are in apparent violation of RCW 19.146.060(2), and WAC 208-660-450(3) and  
17 (4)(a) by failing to maintain complete loan records and failing to provide them for the Department's  
18 examination.

19 **2.10 Requirement to Provide Privacy Policy Disclosure.** Based on the Factual Allegations set  
20 forth in Section 1.11 above, Respondents are in apparent violation of RCW 19.146.0201(11) and WAC  
21 208-660-470(1)(a) by failing to provide Initial Privacy Notice to consumers as required under the  
22 Gramm-Leach-Bliley Act and Regulation P, 12 C. F.R. § 1016.4(a), (c)(1) and (2).

23 **2.11 Requirement when Using a Registered Trade Name.** Based on the Factual Allegations set  
24 forth in Section 1.12 above, Respondents are in apparent violation of RCW 19.146.0201(2) and WAC

1 208-660-180(9) by conducting business with its trade name without using it together with the  
2 company's main licensed name or the license number.

### 3 **III. AUTHORITY TO IMPOSE SANCTIONS**

4 **3.1 Authority to Revoke License and Deny Renewal Application.** Pursuant to RCW  
5 19.146.220(2), the Director may revoke licenses and decline to renew licenses for any violation of the  
6 Act.

7 **3.2 Authority to Prohibit from Industry.** Pursuant to RCW 19.146.220(4), the Director may  
8 issue orders prohibiting from participation in the conduct of the affairs of a licensed mortgage broker,  
9 any officer, principal, employee, or loan originator of any licensed mortgage broker or any person  
10 subject to licensing under the Act for any violation of the Act.

11 **3.3 Authority to Impose Fine.** Pursuant to RCW 19.146.220(2) and WAC 208-660-530(6), the  
12 Director may impose a fine of up to \$100 per day against a licensee for each violation of the Act.

13 **3.4 Authority to Collect Investigation Fee.** Pursuant to RCW 19.146.228(2), WAC 208-660-  
14 520(9) & (11), and WAC 208-660-550(4)(a), the Department will charge forty-eight dollars per hour  
15 for an examiner's time devoted to an investigation.

16 **3.5 Authority to Recover Costs and Expenses.** Pursuant to RCW 19.146.221(2), the Director  
17 may recover the state's costs and expenses for prosecuting violations of the Act.

### 18 **IV. NOTICE OF INTENT TO ENTER ORDER**

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

23 **4.1** Respondent Nordstrom, Leiren & Associate Inc's license to conduct the business of a  
24 mortgage broker be revoked.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

- 4.2 Respondent Ingum Borgaug Leiren’s designated broker registration be revoked.
- 4.3 Respondent Ingum Borhaug Leiren’s license to conduct the business of a loan originator be revoked.
- 4.4 Respondent Nordstrom, Leiren & Associate Inc be prohibited from participation in the conduct of the affairs of any mortgage broker subject to licensure by the Director, in any manner, for a period of 5 years.
- 4.5 Respondent Nordstrom, Leiren & Associate Inc be prohibited from participation in the conduct of the affairs of any mortgage broker subject to licensure by the Director, in any manner, for a period of 5 years.
- 4.6 Respondents Nordstrom, Leiren & Associate Inc and Respondent Ingum Borhaug Leiren jointly and severally pay a fine. As of the date of this Statement of Charges, the fine totals \$54,100.
- 4.7 Respondents Nordstrom, Leiren & Associate Inc and Respondent Ingum Borhaug Leire jointly and severally pay an investigation fee. As of the date of this Statement of Charges, the investigation fee totals \$590.40.
- 4.8 Respondents Nordstrom, Leiren & Associate Inc and Respondent Ingum Borhaug Leire maintain records in compliance with the Act and provide the Department with the location of the books, records and other information relating to Respondents mortgage broker business, and the name, address, and telephone number of the individual responsible for maintenance of such records in compliance with the Act.
- 4.9 Respondents Nordstrom, Leiren & Associate Inc and Respondent Ingum Borhaug Leire jointly and severally 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 Respondent.

//  
//  
//  
//  
//  
//  
//



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 34.05  
4 RCW (the Administrative Procedure Act). Respondents may make a written request for a hearing as  
5 set forth in the NOTICE OF OPPORTUNITY TO DEFEND AND OPPORTUNITY FOR HEARING  
6 accompanying this Statement of Charges.

7  
8 Dated this 15th day of March 2024.



13  
14  
15  
16

[Redacted Signature]

Ali Higgs, Acting Director  
Division of Consumer Services  
Department of Financial Institutions

17 Presented by:

18  
19  
20  
21

[Redacted Signature]

SANDRA MÉNDEZ  
Financial Legal Examiner

22 Reviewed by:

23  
24

[Redacted Signature]

KENDALL H. FREED  
Financial Legal Examiner Supervisor

Approved by:

[Redacted Signature]

JAMES R. BRUSSELBACK  
Acting Enforcement Chief