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**BEFORE THE DIRECTOR OF THE DEPARTMENT OF FINANCE
OF THE STATE OF IDAHO**

In re:

AMERICAN INTEGRITY PARTNERS, INC.,
and
CONSTANCE KECKLER, NMLS No.
1586504

Respondents.

Docket No. 2021-08-01

ORDER TO CEASE AND DESIST

The State of Idaho, Department of Finance, Consumer Finance Bureau (Department), pursuant to the Idaho Residential Mortgage Practices Act, Idaho Code § 26-31-101 *et seq.* (the Act), hereby presents the following facts that constitute a basis for the issuance of: an order pursuant to Idaho Code §§ 26-31-205(2) and 26-31-314(2) of the Act, requiring AMERICAN INTEGRITY PARTNERS, INC. (AIP) and CONSTANCE KECKLER (Keckler) (collectively Respondents or AIP and Keckler) to immediately cease and desist from violating the Act, to include engaging in unlicensed mortgage loan modification and negotiation activities in Idaho. The Director of the Department enters the following order and provides the underlying notice of the opportunity for hearing.

FACTUAL FINDINGS AND LEGAL CONCLUSIONS

1. AIP is a California corporation engaging or formerly engaging in loan modification activities as defined in Idaho Code § 26-31-201(3). It conducts or formerly conducted its business from 9595 Wilshire Boulevard, Suite 900-726, Beverly Hills, California 90212 and previously maintained a website at www.americanintegritypartners.com but, as of this date, it has been taken down.

2. According to the Statement of Information Form filed with the California Secretary of State, Keckler is the listed Chief Executive Officer, Secretary, and Chief Financial Officer of AIP. Keckler holds NMLS No. 1586504.

3. On July 26, 2021, PJ, an Idaho resident, filed a complaint with the Department against AIP alleging that AIP failed to perform mortgage modification services pursuant to the terms that were represented. Along with her complaint, PJ provided photo images of two separate emails she and her husband received from AIP's representative, Vanessa Masters (Sr. Case Manager), as well as photo images of checks from them payable to AIP.

4. In her complaint, PJ indicated that her husband was cold called by Ms. Masters, who told him that "she could negotiate reduced interest down to 2% and get [their] house payments down." At the time of the initial contact by AIP, they were actively seeking a forbearance plan with their original mortgage servicer.

5. In what appears to be a follow-up email sent by Ms. Masters to PJ on February 9, 2021, Ms. Masters represented that AIP would be sending a document to their lender telling the lender that the Idaho consumers had "retained American Integrity Partners as [their] LAW FIRM..." and that AIP would be doing a "complete forensic review" of their loan for violations of

federal regulations. Ms. Masters also made the statement that “we strongly believe that having the right law firm by your side will make the difference.”

6. AIP was not a law firm and did not employ individuals licensed as attorneys anywhere, in particular Idaho.

7. In a subsequent email from Ms. Masters to PJ on February 26, 2021, Ms. Masters indicated that as of February 16, 2021, “Step 1 of the legal process has been completed and I wanted to make sure I copy you on everything as our client. The completion of Step 1 constitutes the first payment to our law firm being processed at this time.” After this email, the Idaho consumers paid fees to AIP totaling \$3,000.

8. PJ stated that after she and her husband had signed up for AIP’s mortgage modification services and paid AIP’s required fee of \$3,000, Ms. Masters told them that “she had negotiated a deal for 2.75% with a payment at \$1,007.”

9. PJ further indicated that after her mortgage was sold to a different mortgage servicer, which occurred shortly after she and LJ signed onto AIP’s mortgage modification services, the new mortgage company’s contract showed no reduction in PJ’s loan terms.

10. Based on PJ’s complaint, the Department initiated an investigation after confirming that AIP is not, and never has held, a license authorizing it to engage in mortgage loan modification business in Idaho. Similarly, Keckler has never held a license issued by the Idaho Department of Finance authorizing her to engage in mortgage loan business.

11. As part of the investigation, on August 3, 2021, the Department sent a certified letter to AIP requesting documents related to the unlicensed mortgage loan modification services it provided to PJ and to also provide information necessary for the Department to determine the

extent of this unlicensed activity in Idaho. The letter also informed Respondent of the process for obtaining a license. The Department required that Respondent provide all of the requested information by August 19, 2021. No response was received by the Department and, according to the certified tracking receipt, the letter was delivered and signed for on August 7, 2021.

12. On August 27, 2021, the Department sent a second letter to AIP via certified mail. The tracking receipt for this letter was not delivered citing “no access to the delivery location.” A couple of weeks later, a Department staff member attempted to reach AIP by phone at a number provided by PJ, as well as a phone number that used to be listed on AIP’s website, but both numbers were disconnected.

13. After receiving no information from AIP, on September 13, 2021, the Department staff member contacted PJ’s current mortgage servicer, FM, and obtained documents AIP sent to FM. Some of these documents included an authorization for AIP to act on PJ and her husband’s behalf as a third party in their mortgage loan modification process with FM; an email dated April 9, 2021, from AIP to FM’s Loss Mitigation Department, which appears to attach documents related to PJ’s loan; and a copy of a form entitled Hardship Letter (letterhead has AIP’s logo and name listed), signed by the Idaho consumers as of April 9, 2021 and includes a handwritten request for a reduction of their home loan interest and payments.

14. The Act, at Idaho Code § 26-31-203, provides that “[n]o person, except a person exempt under section 26-31-202, Idaho Code, shall engage in mortgage brokering activities or mortgage lending activities without first obtaining a license from the department in accordance with this part.”

15. Idaho Code section 26-31-201(5) defines "Mortgage brokering activities" as "for compensation or gain or in the expectation of compensation or gain, either directly or indirectly...negotiating or offering to negotiate the terms or conditions of a residential mortgage loan with any person making residential mortgage loans, or engaging in loan modification activities on behalf of a borrower."

16. Idaho Code § 26-31-304(1) provides: "Unless specifically exempt under subsection (2) of this section, an individual shall not engage in the business of a mortgage loan originator with respect to any dwelling located in this state without first obtaining and maintain annually a license under this part." A mortgage loan originator is defined in Idaho Code § 26-31-303(7) as, "an individual who for compensation or gain or in the expectation of compensation or gain takes a residential mortgage loan application, or offers or negotiates terms of a residential mortgage loan."

17. From information obtained during the investigation, the Department concluded that AIP engaged in unlicensed activity in violation of Idaho Code § 26-31-203, on at least one occasion and unlawfully collected \$3,000.00 in fees from Idaho consumers, PJ and her husband.

18. NOW THEREFORE based on the foregoing findings and conclusions the Director of the Department hereby enters the following pursuant to Idaho Code §§ 26-31-205(2) and 26-31-314(2): AIP and its principal officer Keckler have engaged in business in Idaho constituting that of a mortgage loan broker, mortgage loan lender, or mortgage loan originator without respective licenses as required from the Department, and further AIP and Keckler are both directed to cease and desist their unlicensed mortgage loan modification or negotiation services in Idaho unless and until they obtain licenses to conduct such business.

NOTICE

Respondents are HEREBY NOTIFIED that this ORDER TO CEASE AND DESIST is a final order of the Director.

Respondents may file a motion for reconsideration or request for hearing concerning this final order within twenty-one (21) days of the service date of this order. Any such motion for reconsideration or request for hearing must be in writing, addressed to:

Lisa Baker
Assistant to the Director
Idaho Department of Finance
P.O. Box 83720
Boise, Idaho 83720-0031

A copy of such motion for reconsideration or request for a hearing shall also be served on the Department's counsel, Thomas A. Donovan, Deputy Attorney General, at the same address. Alternatively, the Respondent may email any request for reconsideration or hearing to: tom.donovan@finance.idaho.gov.

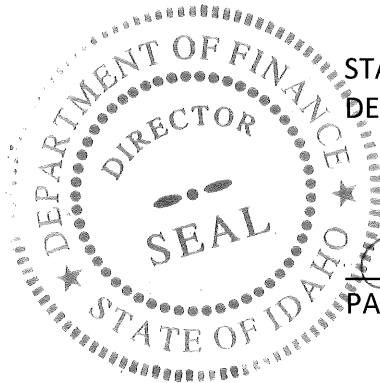
The Director will dispose of a motion for reconsideration within twenty-one (21) days of the receipt of a motion for reconsideration, or the motion will be considered denied by operation of law. Idaho Code § 67-5246(4); Idaho Rules of Administrative Procedure of the Attorney General (IRAP) at IDAPA 4.11.01.740.02.a.

Should Respondent make a timely request for a hearing, the Director will vacate this final order and appoint a hearing officer to review the matter de novo and issue a preliminary order and the matter shall proceed pursuant to the Administrative Procedures Act and IRAP.

This ORDER TO CEASE AND DESIST is effective upon issuance.

IT IS SO ORDERED.

DATED this 15th day of December 2021.



STATE OF IDAHO
DEPARTMENT OF FINANCE


PATRICIA R. PERKINS, Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of December 2021, I caused a true and correct fully-executed copy of the foregoing ORDER TO CEASE AND DESIST to be served on the following by the designated means:

American Integrity Partners, Inc.
9595 Wilshire Blvd. #900-726
Beverly Hills, CA 90212


- U.S. mail, postage prepaid
- Certified mail
- Facsimile: 888-735-6831
- Email: vmasters@americanintegritypartners.com
- Email: fsanders@americanintegritypartners.com

Constance Keckler, CEO
American Integrity Partners, Inc.
9595 Wilshire Blvd. #900-726
Beverly Hills, CA 90212

- U.S. mail, postage prepaid
- Certified mail
- Facsimile
- Email:

CORPNET, INCORPORATED
Registered Agent for American
Integrity Partners, Inc.
31416 Agoura Dr. Ste. 118
West Lake Village, CA 91361

- U.S. mail, postage prepaid
- Certified mail
- Facsimile
- Email:



Paralegal