



Ohio Department of Commerce

Division of Financial Institutions
77 South High Street • 21st Floor
Columbus, OH 43215-6120
(614) 728-8400 FAX (614) 728-0380
www.com.state.oh.us

Ted Strickland
Governor

Kimberly A. Zurz
Director

April 22, 2009

Daniel J. Bowman
4366 Philnoll Drive
Cincinnati, OH 45247

Re: FAILURE TO MEET CONTINUING EDUCATION REQUIREMENTS FOR 2008

Dear Mr. Bowman:

Our records indicate that you failed to fulfill your 2008 continuing education ("CE") requirement. Therefore, your loan officer license is subject to fine and suspension pursuant to R.C. 1322.10(F)(2).

You were required to complete at least six (6) hours of approved CE on or before December 31, 2008.

If you completed CE credits after that date, those credits have not been applied to your 2008 requirement.

The Division is willing to settle this matter on the terms of the enclosed Settlement Agreement. **The Settlement Agreement is a binding legal document. The terms are not negotiable. If you have any questions, you should consult an attorney.** The basic terms of the Agreement require: (1) acknowledgement that the CE credits are to be applied to the 2008 CE requirement and are not applicable to the 2009 CE requirement; and (2) payment of a \$500.00 fine. If you choose this option, the enclosed Settlement Agreement must be completed and returned to the Division no later than **May 27, 2009**. If you comply with every term of the Agreement and properly file it by the deadline, the Division will accept the Agreement and will not suspend your license as required by R.C. 1322.10(F)(2).

If the Division does not receive the enclosed Settlement Agreement on or before May 27, 2009, the Division will begin formal proceedings to suspend your loan officer license.

Read the enclosed documents carefully; they affect your legal rights. If you have any questions, you may wish to consult an attorney. If you choose to settle, follow the instructions on the enclosed Settlement Agreement EXACTLY. Failure to follow any one of the instructions can result in rejection of your Settlement Agreement and initiation of suspension proceedings.

Respectfully,

Stephen E. DeFrank, Jr.
Consumer Finance Attorney Examiner
Division of Financial Institutions

ILE

Enclosure

2009 MAY 21 PM 2:23

RECEIVED
DIVISION OF FINANCIAL
INSTITUTIONS

SETTLEMENT AGREEMENT

#006384 (2008 CE)

This Settlement Agreement is entered into by and between the:

**OHIO DEPARTMENT OF COMMERCE
DIVISION OF FINANCIAL INSTITUTIONS**

Consumer Finance Section
77 South High Street, 21st Floor
Columbus, OH 43215-6120

Hereinafter referred to as "DFI"

and

DANIEL J. BOWMAN

4366 Philnoll Drive
Cincinnati, OH 45247

Hereinafter referred to as "Respondent"

DFI is a state agency charged with the responsibility of administering and enforcing the Ohio Mortgage Broker Act ("OMBA"), codified in Chapter 1322 of the Ohio Revised Code ("R.C."). Respondent is an individual that held a loan officer license during the 2008 calendar year.

Respondent voluntarily enters into this Settlement Agreement being fully informed of the right to representation by counsel, and the right to reject this Settlement Agreement and to proceed to a formal adjudicative hearing, pursuant to R.C. Chapter 119, on the issues considered herein.

STIPULATIONS AND ADMISSIONS

This Settlement Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. DFI is required by R.C. 1322.10(F)(2) to suspend, without a hearing, the license of an individual that has failed to fulfill the continuing education requirements of R.C. 1322.052 and to continue such suspension until such time as the required continuing education is completed and a fine of five hundred dollars is paid to the treasurer of state to the credit of the consumer finance fund.
- B. R.C. 1322.052 requires every loan officer to complete at least six (6) hours of approved continuing education every calendar year (by December 31st).
- C. Respondent held a loan officer license during the 2008 calendar year.
- D. Respondent admits that he failed to complete the required CE credit hours for the 2008 calendar year.
- E. Because Respondent failed to comply with R.C. 1322.052, DFI has the authority to suspend Respondent's loan officer license.

- F. DFI enters into this Settlement Agreement in lieu of formal proceedings under R.C. 1322.10(F)(2) and R.C. Chapter 119 to suspend Respondent's loan officer license on the basis of Respondent's admitted violations and noncompliance with the OMBA.
- G. DFI expressly reserves the right to institute formal proceedings based upon any violation of or noncompliance with any provision of the OMBA not specifically addressed herein, whether occurring before or after the effective date of this Settlement Agreement.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of instituting any formal disciplinary proceedings, Respondent knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

1. As penalty for the violation of law described herein, Respondent has paid a fine of five hundred dollars (\$500.00). Payment is in the form of a cashier's check, made payable to "Consumer Finance Fund," and was previously submitted to DFI.
2. Respondent has completed six (6) hours of approved CE, which shall be applied toward the 2008 calendar year CE requirement. Respondent has submitted a copy of the attendance certificate(s) issued by the CE Provider and has written in **RED INK on the face of a copy of the attendance certificate(s) "PLEASE APPLY TO 2008 CE REQUIREMENT."**
3. Respondent understands and agrees that the six (6) hours of CE credits earned are to be applied only to Respondent's 2008 CE requirement; these credits cannot be applied to Respondent's 2009 CE requirement, which must be completed by December 31, 2009.
4. Respondent understands and agrees that by executing this Settlement Agreement, Respondent admits that he has violated R.C. 1322.052 by failing to complete the 2008 CE requirements of the OMBA and has been penalized in the form of a fine for this violation.
5. Respondent understands that for this Settlement Agreement to be considered for acceptance by DFI, Respondent must be in compliance with every provision of this Settlement Agreement, and that the ORIGINAL properly executed Settlement Agreement, with all pages attached must be received in the offices of DFI on or before **May 27, 2009**. Should Respondent fully comply with every provision of this agreement, DFI agrees to execute the same and agrees that Respondent's loan officer license shall not be suspended pursuant to R.C. 1322.10(F)(2).
6. Should DFI discover that Respondent has provided DFI with false, fraudulent, misleading, or incomplete information pertaining to this Agreement, Respondent agrees that such evidence will firmly establish that Respondent's character and general fitness do not command the confidence of the public and warrant the belief that he will conduct business honestly and fairly in compliance with the purposes of the OMBA.
7. Respondent understands and agrees that this Agreement shall be considered a public record as that term is used in R.C. 149.43, and may be reported to appropriate organizations, data banks, and governmental bodies, or released to the general public.
8. The above-described terms, conditions and limitations may be amended or terminated at any time upon the written agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of DFI, Respondent appears to have violated or breached any term or condition of this Settlement Agreement, DFI reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of any law occurring before, on, or after the effective date of this Settlement Agreement.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Respondent acknowledges that he has been advised by DFI to seek legal counsel if he has any question concerning the terms and/or effect of this Settlement Agreement.

Respondent hereby releases DFI, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter. Respondent shall not seek attorney fees or other costs arising from the within matter.

This Settlement Agreement shall be considered a public record as that term is used in R.C. section 149.43, and may be reported to appropriate organizations, data banks, and governmental bodies, or released to the general public.

This Settlement Agreement in no way binds or limits future actions DFI may take with respect to Respondent or any other person, individual, or company, for the same or similar violations.

EFFECTIVE DATE

It is expressly understood that this Settlement Agreement shall become effective upon the last date of signature below.

**The ORIGINAL, signed Agreement with all pages attached must be returned.
Keep a copy for your records.**

PRINTED Name of Respondent:

Daniel Bowman

SIGNATURE of Respondent:

[Signature]

5/19/09

Date

[Signature]
LEIGH A. WILLIS

Deputy Superintendent for Consumer Finance
Ohio Division of Financial Institutions

5/19/09
Date

[Signature]
STEPHEN E. DeFRANK

Consumer Finance Attorney Examiner
Ohio Division of Financial Institutions

**Mortgage Broker Continuing Education
Attendance Certificate**

Daniel Bowman
Attendee

110 Boggs Ln
Cincinnati, OH 45246
Business Address

has successfully completed continuing education in:

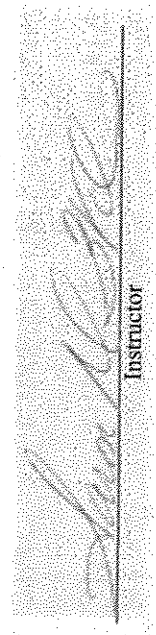
Clear to Close: Ohio Edition (Online) - 6 Hours

Title of Course

Course was 90% or better attended on the date(s) of March 18, 2009 at _____

www.MyMortgageTrainer.com

Please APPLY TO 2008 CE Requirement


Instructor

Aaron M. Wilson
Printed Signature

March 18, 2009
Date of Issuance

Financial Strategies
695 Pro-Med Lane Carmel, IN 46032

Provider Number

Web

Course Number/Test