

A. DFI is empowered by R.C. 1322.10(A)(1)(b) to refuse to issue a mortgage loan officer applicant a license if the applicant has been convicted of or has pleaded guilty "to any criminal offense involving theft, receiving stolen property, embezzlement, forgery, fraud, passing bad checks, money laundering, or drug trafficking, or any criminal offense involving money or securities."

B. DFI is empowered by R.C. 1322.041(A)(3) to grant a loan officer applicant, who has been convicted of one of the crimes listed above, a license if the applicant "has proven ***, by a preponderance of the evidence, that the applicant's activities and employment record since the conviction show that the applicant is honest, truthful, and of good reputation, and there is no basis in fact for believing that the applicant will commit such an offense again."

- C. DFI enters into this Consent Agreement in lieu of formal proceedings under R.C. Chapter 119 to deny Billie Jo Brock a loan officer license on the basis of her criminal conviction as set forth in Paragraph E, and expressly reserves the right to institute formal proceedings based upon any violation of the OMBA, whether occurring before or after the effective date of this Agreement.
- D. Billie Jo Brock applied for a mortgage loan officer license on April 15, 2002; that application is still pending.
- E. Billie Jo Brock disclosed on her loan officer application and admits that on September 20, 1996, she was convicted of a fourth degree misdemeanor, namely the misuse of property for having failed to return a video tape to the rightful owner.

Billie Jo Brock states the following as proof that she is honest, trustworthy, and that there is no basis in fact for DFI to believe that she would commit such crimes again:

It has been six years since her conviction and she has not been convicted of or plead guilty to any other criminal offense involving theft, receiving stolen property, embezzlement, forgery, fraud, passing bad checks, money laundering, or drug trafficking, or any criminal offense involving money or securities.

Since her conviction, Billie Jo Brock has worked as an administrative assistant, has become a mother, and for the past three years has worked as a mortgage loan officer for McKinley Mortgage.

In addition, Billie Jo Brock has provided a number of reference letters that attest to her trustworthy and professional character.

- F. Based upon the statements and/or representation made by Billie Jo Brock, DFI finds that Billie Jo Brock has proven, by a preponderance of the evidence, that her activities and employment record since her conviction show that she is honest, truthful, and of good reputation, and there is no basis in fact for believing that she will commit such an offense again.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Billie Jo Brock knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

1. DFI shall grant Billie Jo Brock a mortgage loan officer license.
2. Should DFI discover that Billie Jo Brock provided DFI with false, fraudulent, or misleading information in regards to his license application, Billie Jo Brock agrees that such evidence firmly establishes that her character and general fitness do not command the confidence of the public and warrant the belief that she will conduct business honestly and fairly in compliance with the purposes of the OMBA. Billie Jo Brock further agrees that such discovery is grounds for permanent revocation of her license.
3. Billie Jo Brock agrees that this Consent 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.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of DFI, Billie Jo Brock appears to have violated or breached any term or condition of this Consent 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 the laws of Ohio occurring before the effective date of this Consent Agreement.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Billie Jo Brock acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by DFI based on alleged violations of this Consent Agreement shall comply with the Ohio Administrative Procedure Act, codified in R.C. Chapter 119.

Billie Jo Brock hereby releases DFI, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent 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.

EFFECTIVE DATE

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

BILLIE JO BROCK Date

ROBERT M. GRIESER Date
Deputy Superintendent for Consumer Finance
Ohio Division of Financial Institutions

AMANDA M. AXTELL Date
In House Counsel—Consumer Finance
Ohio Division of Financial Institutions