

- 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 Clay S. Remington a loan officer license on the basis of his 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. Clay S. Remington applied for a mortgage loan officer license on December 30, 2002; that application is still pending.
- E. Clay S. Remington admits that on June 15, 1992, he was convicted of the unauthorized use of property, a fourth degree misdemeanor, for removing a boot lock, which had been placed on his automobile by the University of Cincinnati Police, without authorization.

Clay S. Remington states the following as proof that he is honest, trustworthy, and that there is no basis in fact for DFI to believe that he would commit such crimes again:

It has been ten years since his conviction and he 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 his conviction, Clay S. Remington has held numerous positions of responsibility and has worked in the sales industry.

In addition, Clay S. Remington has provided a number of reference letters that attest to his trustworthy and professional character.

- F. Based upon the statements and/or representation made by Clay S. Remington, DFI finds that Clay S. Remington has proven, by a preponderance of the evidence, that his activities and employment record since his conviction show that he is honest, truthful, and of good reputation, and there is no basis in fact for believing that he 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, Clay S. Remington knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

1. DFI shall grant Clay S. Remington a mortgage loan officer license.
2. Should DFI discover that Clay S. Remington provided DFI with false, fraudulent, or misleading information in regards to his license application, Clay S. Remington agrees that such evidence firmly establishes that his 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. Clay S. Remington further agrees that such discovery is grounds for permanent revocation of his license.
3. Clay S. Remington 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, Clay S. Remington 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

Clay S. Remington acknowledges that he 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.

Clay S. Remington 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.

CLAY S. REMINGTON

Date

3/10/03

SCOTT A. KOSSOUDJI

Date

3/10/03

Attorney at Law

Counsel for Clay S. Remington

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

3/10/03