

SETTLEMENT AGREEMENT

501730

This Settlement Agreement is entered into by and between:

**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

E-Z CASH PAWN SHOP, INC.

D/B/A AFFORDABLE LOAN

517 E. Livingston Avenue

Columbus, OH 43215

Hereinafter referred to as "E-Z Cash Pawn Shop"

RECEIVED
DIVISION OF FINANCIAL
INSTITUTIONS
2010 NOV 30 PM 12:58

DFI is a state agency charged with the responsibility of administering and enforcing the Ohio Mortgage Loan Act ("OMLA"), codified in Sections 1321.51 to 1321.60 of the Ohio Revised Code ("R.C."). E-Z Cash Pawn Shop is an Ohio corporation that applied to the Division on August 13, 2010 to renew its OMLA certificate of registration; the renewal application remains pending.

E-Z Cash Pawn Shop voluntarily enters into this Settlement Agreement.

STIPULATIONS AND ADMISSIONS

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

- A. DFI is empowered by R.C. 1321.54(B) to refuse to renew the certificate of registration of a second mortgage lender if the applicant is in default in the payment of the annual fee prescribed in R.C. 1321.20.
- B. Pursuant to R.C. 1321.53(A)(4), E-Z Cash Pawn Shop was required to submit its 2010 renewal application with annual fee to DFI by June 30, 2010.
- C. E-Z Cash Pawn Shop submitted its 2010 renewal application on August 13, 2010; that application remains pending.

- D. E-Z Cash Pawn Shop understands that because it did not timely submit its renewal application, DFI has the authority to refuse to renew E-Z Cash Pawn Shop's OMLA certificate of registration.
- E. DFI enters into this Settlement Agreement in lieu of formal proceedings under R.C. Chapter 119 to deny E-Z Cash Pawn Shop's 2010 renewal application on the basis of its untimely filing.
- F. DFI expressly reserves the right to institute formal proceedings based upon any violation of or noncompliance with any provision of the OMLA 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 any formal disciplinary proceedings at this time, E-Z Cash Pawn Shop knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

- 1. If E-Z Cash Pawn Shop properly files this Agreement and fully complies with every provision, DFI agrees to execute the same and to approve E-Z Cash Pawn Shop's OMLA 2010 renewal application provided there are no remaining deficiencies with respect to the application.
- 2. As penalty for the violation of law described herein, E-Z Cash Pawn Shop agrees to pay a fine of **three hundred dollars (\$300.00)**. Payment shall be in the form of a cashier's check or money order, made payable to "Treasurer of State," and shall be submitted to DFI with this Settlement Agreement.
- 3. E-Z Cash Pawn Shop understands and agrees that if DFI discovers that E-Z Cash Pawn Shop has provided DFI with false, fraudulent, or misleading information in regard to its renewal application, E-Z Cash Pawn Shop agrees that such evidence shall firmly establish that E-Z Cash Pawn Shop's financial responsibility and general fitness do not command the public's confidence, pursuant to R.C. 1321.53(A)(4).
- 4. E-Z Cash Pawn Shop 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.
- 5. If E-Z Cash Pawn Shop violates any term of this Settlement Agreement, DFI may reject the Settlement Agreement and proceed with formal proceedings under R.C. Chapter 119 to deny E-Z Cash Pawn Shop's renewal application.

6. The above-described terms, conditions and limitations may be amended or terminated at any time upon the written agreement of both parties.
7. This settlement agreement must be received by the Division no later than **December 23, 2010**.

FAILURE TO COMPLY

If, in the discretion of DFI, E-Z Cash Pawn Shop 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

E-Z Cash Pawn Shop acknowledges that it has been advised by DFI to seek legal counsel if it has any question concerning the terms and/or effect of this Settlement Agreement.

E-Z Cash Pawn Shop hereby releases DFI, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Settlement 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.

This Settlement Agreement in no way binds or limits future actions DFI may take with respect to E-Z Cash Pawn Shop 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 Settlement Agreement must be signed by: the owner if the OMLA certificate holder is a sole proprietor; all partners if the registrant is a partnership; at least one member if a limited liability company; and the president and secretary, as duly authorized by resolution of the board of directors, if the registrant is a corporation. **The ORIGINAL, signed Agreement with all pages attached must be returned.** Keep a copy for your records.

PRINTED Name and Title of Authorized Signor #1: VICTOR NEWMAN - PRESIDENT

SIGNATURE of Authorized Signor #1: _____
Date 11-30-2010

PRINTED Name and Title of Authorized Signor #2: MARGA MARK ZHURAVEL - Secretary

SIGNATURE of Authorized Signor #2: _____
Date 11-30-2010

12/1/10
CAROLYN E. BRADFORD
Superintendent
Ohio Division of Financial Institutions

11/30/2010
LORI A. MASSEY
Consumer Finance Attorney
Ohio Division of Financial Institution