

# SETTLEMENT AGREEMENT

#05-0165-LOD

This Settlement Agreement is entered into by and between:

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

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

**Hereinafter referred to as “DFI”**

and

**BRETT A. SCHIFFER**

9484 Woodchip Lane  
Broadview Heights, Ohio 44147

**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 who has applied to the Division for a loan officer license in order to be legally authorized to originate residential mortgage loans pursuant to R.C. Chapter 1322.

Respondent 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. 1322.10(A)(1)(a) to refuse to issue a mortgage loan officer applicant a license if the applicant has been violated or failed to comply “with any provisions of sections 1322.01 to 1322.12 of the Revised Code or the rules adopted under those sections or any other law applicable to the business conducted under a certificate of registration;”
- B. DFI is empowered by R.C. 1322.041(A)(2) to issue a loan officer license to an applicant, who has complied with sections 1322.01 to 1322.12 of the Revised Code.
- C. Respondent submitted an application for a mortgage loan officer license on April 11, 2005; that application remains pending.

- D. R.C. 1322.07(A) states that an applicant shall not attempt to obtain a license “through any false or fraudulent representation of a material fact or any omission of a material fact required by state law, or make any substantial misrepresentation in any registration or license application;”
- E. R.C. 1322.07(B) states that an applicant shall not “Make false or misleading statements of material fact, omissions of statements required by state law, or false promises regarding a material fact, through advertising or other means, or engage in a continued course of misrepresentations;”
- F. R.C. 1322.07(C) states that an applicant shall not “Engage in conduct that constitutes improper, fraudulent, or dishonest dealings;”
- G. Respondent admits that in 1996 he was convicted of driving under the influence of alcohol.
- H. Respondent admits that in 2001 he was convicted of obstructing justice.
- I. Respondent understands that because he failed to disclose his criminal history when asked to do so in his application, DFI has the authority under R.C. 1322.10(A)(1)(a) to refuse to issue him a loan officer license on the basis of his violations of R.C. 1322.07(A), (B), & (C).
- J. DFI enters into this Settlement Agreement in lieu of formal proceedings under R.C. Chapter 119 to deny Respondent’s application for a loan officer license on the basis of his violations of R.C. 1322.07(A), (B) & (C).
- K. 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 any formal disciplinary proceedings at this time, Respondent knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

1. If Respondent properly files this Agreement and fully complies with every provision, DFI agrees to execute the same, to approve Respondent’s loan officer license application, and to approve Respondent to sit for the loan officer license examination. Before a license will issue with an expiration date of April 30, 2008, Respondent must first pass the loan officer license examination and provide the Division with a satisfactory national criminal background check.
2. As penalty for the violation of law described herein, Respondent agrees to pay a fine of seven hundred and fifty dollars (\$750.00). Payment shall be in the form of a cashier’s

check or money order, made payable to “DFI Consumer Finance,” and shall be submitted to DFI with this Settlement Agreement.

3. 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.
4. If Respondent 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 Respondent’s application for a loan officer license.
5. The above-described terms, conditions and limitations may be amended or terminated at any time upon the written agreement of both parties.
6. This settlement agreement must be received by the Division no later than July 13, 2007.

### **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.

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 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.

BRETT A. SCHIFFER  
Respondent

Date \_\_\_\_\_

AMANDA BAIRD, ESQ. Date  
Attorney for Respondent

RICHARD F. KECK  
Acting Deputy Superintendent for Consumer Finance  
Ohio Division of Financial Institutions

ANTHONY D. SICILIANO  
Consumer Finance General Counsel  
Ohio Division of Financial Institutions