

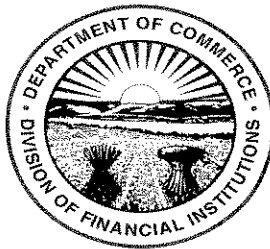
# SETTLEMENT AGREEMENT

# 003133-2003CE

By and between

THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF FINANCIAL INSTITUTIONS  
and

KELLY L. BANNY



CHECK NO 2631617  
AMOUNT \$500.  
DATE JUN 25 2004  
REC. BY [Signature]

This Settlement Agreement is a legally binding document that affects your rights. Read it carefully. If you have any questions, consult an attorney. If you choose to enter into this Settlement Agreement, you must follow it EXACTLY. If you fail to follow any one filing instruction or any one provision, the Division may reject the Agreement and take legal action against you.

If you wish to settle the matters discussed herein, you must comply with each condition listed under "AGREED CONDITIONS," and return this ORIGINAL signed Settlement Agreement to the Division no later than **June 28, 2004**. The Settlement Agreement must be accompanied by a cashier's check or money order for the proper amount (listed under "AGREED CONDITIONS"), made payable to "DFI Consumer Finance." NO OTHER METHOD OF PAYMENT WILL BE ACCEPTED.

# SETTLEMENT AGREEMENT

# 003133-2003CE

This Settlement Agreement is entered into by and between THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF FINANCIAL INSTITUTIONS and KELLY L. BANNY.

The OHIO DEPARTMENT OF COMMERCE, DIVISION OF FINANCIAL INSTITUTIONS is a state agency charged with enforcing the Ohio Mortgage Broker Act ("OMBA"), codified in Revised Code ("R.C.") Chapter 1322, and shall hereinafter be referred to as "DFI".

Kelly L. Banny shall hereinafter be referred to as "Respondent". Respondent's loan officer license expired on April 30, 2004, and Respondent filed an application to renew the license; the renewal application remains pending due to the issues explained herein.

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

This Settlement Agreement contains the entire Settlement Agreement between the parties. There is no other Settlement Agreement of any kind, verbal or otherwise, on the issues considered herein, which varies the terms of the 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. §1322.041(B) to renew an applicant's loan officer license if DFI finds, among other things, that the applicant has complied with R.C. §1322.052 by completing a minimum of six (6) hours of approved continuing education ("CE") the prior calendar year.
- B. DFI is authorized by R.C. §1322.10(A)(1)(a) to refuse to renew an applicant's loan officer license if DFI finds that the applicant has violated "or fail[ed] to comply with any provision of §§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[.]"
- C. R.C. §1322.052 requires every loan officer to complete at least six (6) hours of approved continuing education by December 31<sup>st</sup> of each year.
- D. Respondent's loan officer license expired on April 30, 2004. In an effort to renew the license, Respondent submitted to DFI

a renewal application; the renewal application remains pending.

- E. Respondent admits that she failed to complete six (6) hours of approved CE by December 31, 2003, and thereby failed to comply with R.C. § 1322.052.
- F. Because Respondent failed to comply with R.C. §1322.052, DFI has the authority to refuse to renew Respondent's loan officer license.
- G. DFI enters into this Settlement Agreement in lieu of formal proceedings under R.C. Chapter 119 to deny Respondent's renewal application for a loan officer license on the basis of Respondent's admitted noncompliance with the Ohio Mortgage Broker Act.
- H. DFI expressly reserves the right to institute formal proceedings based upon any violation of or noncompliance with any provision of the Ohio Mortgage Broker Act 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. As penalty for the violations of law described herein, Respondent agrees to pay a fine of **five hundred dollars (\$500.00)**. Payment shall be made in full, 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.
2. Respondent agrees to complete six (6) hours of approved CE prior to submitting this Agreement. If Respondent has completed CE credits during the 2004 calendar year, she may apply those credits to the 2003 CE requirement (see Agreed Condition #3).
3. Respondent agrees to submit a copy of the attendance certificate(s) issued by the CE Provider with this Settlement Agreement, and to write in **RED INK on the face of a copy of the attendance certificate(s)** "**PLEASE APPLY TO 2003 CE REQUIREMENT.**"
4. Respondent understands and agrees that the six (6) hours of CE credits earned and submitted as part of this Agreement are to be applied only to Respondent's 2003 CE requirement; these credits cannot be applied to Respondent's 2004 CE requirement, which must be completed by December 31, 2004.
5. Respondent understands and agrees that if Respondent fails to follow any term of this Settlement Agreement or any filing

instruction, DFI may reject the Settlement Agreement and initiate formal proceedings under R.C. Chapter 119 to deny Respondent's renewal application for a loan officer license.

6. Respondent understands and agrees that by executing this Settlement Agreement, Respondent admits that she violated R.C. §1322.052, that understands that she has been penalized in the form of a fine for this violation.
7. 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 June 28, 2004.
8. If Respondent properly files this Settlement Agreement and fully complies with every provision, DFI agrees to execute the same, to approve Respondent's renewal application, and to issue Respondent a loan officer license for the period ending April 30, 2005.
9. Should DFI discover that Respondent has provided DFI with false, fraudulent, misleading, or incomplete information pertaining to this Settlement 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 her business will be conducted honestly and fairly in compliance with the purposes of the OMBA. Respondent further agrees that such discovery is grounds for permanent revocation of her loan officer license.
10. 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 she has been advised by DFI to seek legal counsel if she 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.

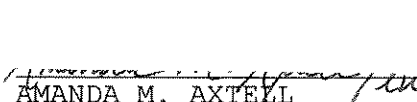
This Settlement Agreement in no way binds or limits future actions DFI may take with respect to Respondent or any other person, individual, or company, for the same or similar violations.

**EFFECTIVE DATE**

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

  
KELLY L. BANNY  
6/24/04  
DATE

  
ROBERT M. GRIESER  
Deputy Superintendent for Consumer Finance  
Ohio Division of Financial Institutions  
6/29/04  
DATE

  
AMANDA M. AXTELL  
Consumer Finance Legal Counsel  
Ohio Division of Financial Institutions  
6/29/04  
DATE

"PLEASE APPLY TO 2003 CE REQUIREMENT"

# HONDROS COLLEGE

## *Mortgage Broker Continuing Education*

### *Certificate of Attendance*

Kelly Banny

801170-816

Attendee

Loan Officer/Operations Manager Number

6384 Oregon Pass, West Chester, Ohio 45069

Address

*has successfully completed 3 hours of continuing education in the following courses.*

*Course Title: Identity Theft Completion Date: 2/13/2004*

*Course Number: 12345*

*We certify that these hours meet the requirements for Continuing Education under Section 1322.052 of the Ohio Revised Code.*

*Linda Hondros*

2/13/2004

Linda Hondros, Verifier

Date of Issuance

*Hondros College • 4140 Executive Parkway • Westerville, Ohio 43081 • Provider #2003002*



"PLEASE APPLY TO 2003 CE REQUIREMENT"

# HONDROS COLLEGE

## *Mortgage Broker Continuing Education*

### *Certificate of Attendance*

Kelly L. | Banny

801170-816

Attendee

Loan Officer/Operations Manager Number

6384 Oregon Pass, West Chester, Ohio 45069

Address

*has successfully completed 3 hours of continuing education in the following courses.*

*Course Title: Fair Lending Basics Completion Date: 2/13/2004*

*Course Number: 12345*

*We certify that these hours meet the requirements for Continuing Education under Section 1322.052 of the Ohio Revised Code.*

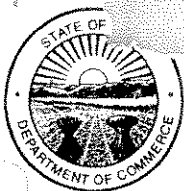


Linda Hondros, Verifier

2/13/2004

Date of Issuance

*Hondros College • 4140 Executive Parkway • Westerville, Ohio 43081 • Provider #2003002*



## 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](http://www.com.state.oh.us)

Bob Taft  
Governor

Lt. Governor Jennette Bradley  
Director

READ THIS LETTER AND THE ENCLOSED DOCUMENTS CAREFULLY; THEY AFFECT YOUR LEGAL RIGHTS.  
IF YOU HAVE ANY QUESTIONS, CONSULT AN ATTORNEY.

### Re: FAILURE TO MEET REQUIREMENTS FOR 2004 RENEWAL

Dear Loan Officer:

Our records indicate that you failed to fulfill your 2003 continuing education ("CE") requirement. Therefore, your loan officer license cannot be renewed.

You were required to complete at least six (6) hours of approved CE on or before December 31, 2003. **If you completed CE credits after that date, those credits have not been applied to your 2003 requirement.**

If there is an error in our records, do not telephone the Division. Rather, fax a copy of your attendance certificate(s) to Riene Roszak @ 614-728-0380.

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) completion of your 2003 CE requirement, or application of credits received after 12-31-2003 to the 2003 requirement; (2) acknowledgement that the CE credits are to be applied to the 2003 CE requirement and are not applicable for the 2004 CE requirement; and (3) 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 June 28, 2004. If you comply with every term of the Agreement and properly file it by the deadline, the Division will accept the Agreement and will then renew your loan officer license.

If you do not wish to settle and would prefer to have a formal proceeding concerning the denial of your renewal application for a loan officer license, you do not need to respond. **If the Division does not receive the enclosed Settlement Agreement on or before June 28, 2004, the Division will begin formal proceedings to deny your renewal application for a loan officer license.**

The Division will not take any calls regarding this matter; your options are outlined above. Read the enclosed documents carefully. 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 denial proceedings.

Respectfully,

A handwritten signature in black ink, reading "Amanda M. Axtell".

Amanda M. Axtell  
Consumer Finance Counsel

Encls.

LO.SA.2003CE