

SETTLEMENT AGREEMENT

#008809-2004/2005CE

This Settlement Agreement is entered into by and between the:

**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

DAVID BRANDEL

824 Oakmont Court
Edgewood, KY 41017

Hereinafter referred to as "Respondent"

06 SEP 20 PM 1:52

OHIO DEPARTMENT OF COMMERCE
DIVISION OF FINANCIAL INSTITUTIONS

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 that held a loan officer license during the 2004 and 2005 calendar years. Respondent's loan officer license expired on April 30, 2005, and Respondent filed an application to renew the license. The 2005 application remains pending. On July 31, 2006, the Division issued Respondent a Notice of Intent to Deny the renewal application for failure to complete the continuing education ("CE") requirements for 2004. Subsequently, Respondent failed to complete the continuing education requirements for 2005.

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

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. section 1322.041 to renew an applicant's loan officer license if DFI finds, among other things, that the applicant has complied with R.C. sections 1322.01 to 1322.12.
- B. R.C. section 1322.052 requires every loan officer to complete at least six (6) hours of approved continuing education every calendar year (by December 31st).
- C. Respondent held a loan officer license during the 2004 and 2005 calendar years.
- D. Respondent admits that he failed to complete the required CE credit hours for the 2004 and 2005 calendar years.

- E. Because Respondent failed to comply with R.C. section 1322.052, DFI has the authority to refuse to renew Respondent's loan officer license.
- F. DFI enters into this Settlement Agreement in lieu of continuing with formal proceedings under R.C. Chapter 119 to deny Respondent's 2005 and the subsequent 2006 renewal applications for a loan officer license on the basis of Respondent's admitted violations and noncompliance with the OMBA.
- G. 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 continuing with 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 violation of law described herein, Respondent agrees to pay a fine of two thousand dollars (\$2,000.00). 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.
2. Respondent has completed a total of twelve (12) hours of approved CE, which shall be applied toward the 2004 (six CE hours) and 2005 (six CE hours) calendar year CE requirements. 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 2004 (or 2005 as appropriate) CE REQUIREMENT."
3. Respondent understands and agrees that the twelve (12) hours of CE credits earned are to be applied only to Respondent's 2004 and 2005 CE requirements; these credits cannot be applied to Respondent's 2006 CE requirement, which must be completed by December 31, 2006.
4. Respondent understands and agrees that by executing this Settlement Agreement, Respondent admits that he has violated R.C. section 1322.052 by failing to complete the 2004 and 2005 CE requirements of the OMBA, and that Respondent has been penalized in the form of a fine for this violation.
5. 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 September 29, 2006. Should Respondent fully comply with every provision of this agreement, DFI agrees to execute the same, terminate the Notice of Intent to Deny issued in DFI case no. 05-0211-LOD, approve Respondent's 2005 loan officer license application, and issue Respondent a loan officer license.
6. Should DFI discover that Respondent has provided DFI with false, fraudulent, misleading, or incomplete information pertaining to this 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 he will conduct business honestly and fairly in compliance with the purposes of the OMBA. Respondent further agrees that such discovery is grounds for permanent revocation of his loan officer license.

7. 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 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. Respondent shall not seek attorney fees or other costs arising from the within matter.

This Settlement Agreement shall be considered a public record as that term is used in R.C. section 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.

The ORIGINAL, signed Agreement with all pages attached must be returned.
Keep a copy for your records.

PRINTED Name of Respondent:

DAVID W. BRANDEL

SIGNATURE of Respondent:

[Handwritten Signature]

8/31/06
Date

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

9/6/06
Date

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

9/21/2006
Date

**HONDROS
COLLEGE**

*Mortgage Broker Continuing Education
Certificate of Attendance*

David Brandel

7504

Attendee

Loan Officer/Operations Manager Number

824 Oakmount Court Edgewood, KY 41017

Address

*Awarded for successful completion of 3 credit hours of continuing education in the
following courses.*

Course Title: Identity Theft

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

Linda Hondros

Linda Hondros, Verifier

8/28/2006

Date of Issuance

Hondros College · 4140 Executive Parkway · Westerville, Ohio 43081

PLEASE APPLY TO 2004 CE REQUIREMENT

**HONDROS
COLLEGE**

*Mortgage Broker Continuing Education
Certificate of Attendance*

David Brandel

7504

Attendee

Loan Officer/Operations Manager Number

824 Oakmount Court Edgewood, KY 41017

Address

*Awarded for successful completion of 3 credit hours of continuing education in the
following courses.*

Course Title: High Loan to Value

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

Linda Hondros

Linda Hondros, Verifier

8/28/2006

Date of Issuance

Hondros College · 4140 Executive Parkway · Westerville, Ohio 43081

PLEASE APPLY TO 2004 CE REQUIREMENT

**HONDROS
COLLEGE**

*Mortgage Broker Continuing Education
Certificate of Attendance*

David Brandel

7504

Attendee

Loan Officer/Operations Manager Number

824 Oakmount Court Edgewood, KY 41017

Address

*Awarded for successful completion of 3 credit hours of continuing education in the
following courses.*

Course Title: Inside the Real Estate Loan Process

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

Linda Hondros

Linda Hondros, Verifier

8/29/2006

Date of Issuance

Hondros College · 4140 Executive Parkway · Westerville, Ohio 43081

PLEASE APPLY TO 2005 CE REQUIREMENT

HONDROS COLLEGE

Mortgage Broker Continuing Education Certificate of Attendance

David Brandel

7504

Attendee

Loan Officer/Operations Manager Number

824 Oakmount Court Edgewood, KY 41017

Address

Awarded for successful completion of 3 credit hours of continuing education in the following courses.

Course Title: Working Together: Mortgage Brokers, Real Estate Agents, Appraisers, and Builders

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

Linda Hondros

Linda Hondros, Verifier

8/29/2006

Date of Issuance

Hondros College · 4140 Executive Parkway · Westerville, Ohio 43081

PLEASE APPLY TO 2005 CE REQUIREMENT