

# SETTLEMENT AGREEMENT

# 04-0096-LOD

by and between

THE OHIO DEPARTMENT OF COMMERCE  
DIVISION OF FINANCIAL INSTITUTIONS  
Consumer Finance Section

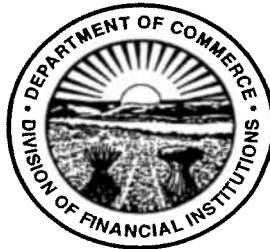
77 South High Street, 21<sup>st</sup> Floor  
Columbus, OH 43215-6120

&

James J. Myers

5452 Bermuda Bay Drive, Apt. 1D  
Columbus, OH 43232

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 of the Agreement, the Division may reject the Agreement.

**All of the following must be completed and RETURNED to the Division in the envelope provided no later than TUESDAY, May 18, 2004:**

- ☐ All pages of this Settlement Agreement, including this cover page, must remain attached.
- ☐ The ORIGINAL, signed Agreement with all pages attached must be returned to the Division no later than Tuesday, May 18, 2004. Keep a copy for your records.

# SETTLEMENT AGREEMENT

104-107-106

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, 21<sup>st</sup> Floor  
Columbus, OH 43215-6120

Hereinafter referred to as "DFI."

&

**James J. Myers**

5452 Bermuda Bay Drive, Apt. 1D.  
Columbus, OH 43232

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 understanding and waiving his right to be represented by an attorney.

## 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)(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 in paragraph A above and codified in R.C. 1322.031(A)(2), 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. Respondent submitted an application for a mortgage loan officer license on or around January 13, 2003; that application remains pending.

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D. Respondent admits that he has been convicted of a crime listed in R.C. 1322.031(A)(2): In 1994, Respondent pleaded guilty to and was convicted of one count of unauthorized use of property.

E. Respondent understands that because he has been convicted of unauthorized use of property, DFI has the authority to refuse to issue him a loan officer's license.

F. In an attempt to prove that he is honest, trustworthy, and that there is no basis in fact for DFI to believe he would commit theft again, Respondent has submitted evidence to the Division which shows that since his 1994 conviction he has had no criminal legal problems; he has submitted evidence that he is highly regarded in the industry by both employers and customers; and he has submitted evidence that his character is that of an honest individual dedicated to his business and serving his customers.

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G. Based upon Respondent's representations and supporting documentation, DFI finds that Respondent has proven by a preponderance of the evidence that he is honest, trustworthy, and that there is no basis in fact for DFI to believe he would commit unauthorized use of property again.

H. 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 1994 unauthorized use of property conviction.

I. 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.

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### 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 issue Respondent a loan officer license for the period ending April 30, 2005.

2. Respondent understands and agrees that if DFI should discover that Respondent has provided DFI with false, fraudulent, or misleading information in regard to his license application, Respondent agrees that such evidence shall firmly establish 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. Respondent further agrees that such evidence is grounds for permanent revocation of his license.
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 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 application for a loan officer license.
5. Respondent understands that he must comply with every provision herein, and to be considered for acceptance by DFI, the ORIGINAL properly executed Settlement Agreement, with all pages attached, must be received in the offices of DFI on or before Tuesday, May 18, 2004.
6. 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.

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.

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

James J. Myers  
Respondent

5-9-04  
DATE

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

5/10/04  
DATE

PAULA LUNA PAOLETTI  
Deputy Attorney General for  
Ohio Division of Financial  
Institutions

5/12/04  
DATE