

# SETTLEMENT AGREEMENT

# 035178.000 (2009 CE)

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"**

and

**MARC D. PLANK**

108 Dogwood Circle  
Seminole, Florida 33777

**Hereinafter referred to as "Applicant"**

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."). Applicant is an individual that held a loan officer license during the 2009 calendar year.

Applicant 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 authorized by R.C. 1322.10(A) to refuse renewal of a loan officer license of an individual that has failed to fulfill the continuing education requirements of R.C. 1322.052 and to impose a fine for any violation of Chapter 1322.
- B. Prior to January 1, 2010, R.C. 1322.052 required every loan officer to complete at least six (6) hours of approved continuing education every calendar year (by December 31<sup>st</sup>).
- C. Applicant held a loan officer license during the 2009 calendar year.
- D. Applicant admits that he failed to complete the required CE credit hours for the 2009 calendar year.
- E. Because Applicant failed to comply with R.C. 1322.052, DFI has the authority to refuse to renew Applicant's loan officer license and impose a fine.

- F. DFI enters into this Settlement Agreement in lieu of formal proceedings under R.C. 1322.10(A) and R.C. Chapter 119 to refuse renewal of Applicant's loan officer license and impose a fine on the basis of Applicant'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, Applicant knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

1. As penalty for the violation of law described herein, Applicant agrees to pay a fine of five hundred dollars (\$500.00). 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.
2. Applicant has completed six (6) hours of approved CE, which shall be applied toward the 2009 calendar year CE requirement. Applicant has submitted a copy of the attendance certificate(s) issued by the CE Provider to DFI and designated in **RED INK on the face of a copy of the attendance certificate(s) "PLEASE APPLY TO 2009 CE REQUIREMENT."**
3. Applicant understands and agrees that the six (6) hours of CE credits earned are to be applied only to Applicant's 2009 CE requirement; these credits cannot be applied to Applicant's 2010 CE requirement, which must be completed by December 31, 2010.
4. Applicant understands and agrees that by executing this Settlement Agreement, Applicant admits that he has violated R.C. 1322.052 by failing to complete the 2009 CE requirements of the OMBA and has been penalized in the form of a fine for this violation.
5. Applicant understands that for this Settlement Agreement to be considered for acceptance by DFI, Applicant 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 **July 28, 2010**. Should Applicant fully comply with every provision of this agreement, DFI agrees to execute the same and agrees that Applicant's loan officer license renewal application shall not be refused pursuant to R.C. 1322.10(A).
6. Should DFI discover that Applicant has provided DFI with false, fraudulent, misleading, or incomplete information pertaining to this Agreement, Applicant agrees that such evidence will firmly establish that Applicant'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.

7. Applicant 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.
8. 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, Applicant 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**

Applicant 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.

Applicant hereby releases DFI, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter. Applicant 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 Applicant 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 Applicant: MARC D PLANK

SIGNATURE of Applicant: \_\_\_\_\_

Date

7-22-10

LEIGH A. WILLIS

Date

Deputy Superintendent for Consumer Finance  
Ohio Division of Financial Institutions

DESIREE T. SHANNON

Date

Consumer Finance Attorney  
Ohio Division of Financial Institution