

STATE OF OHIO
DEPARTMENT OF COMMERCE
DIVISION OF FINANCIAL INSTITUTIONS
77 South High Street, 21st Floor
Columbus, Ohio 43215-6120

In the matter of:)	
DEBORAH E. EICK)	
3671 Winston Churchill)	Case No. 801197-007407
Beavercreek, OH 45432)	
)	
)	CONSENT AGREEMENT
)	
)	

**CONSENT AGREEMENT BETWEEN DEBORAH E. EICK
AND THE OHIO DIVISION OF FINANCIAL INSTITUTIONS**

This Consent Agreement is entered into by and between Deborah E. Eick and the Ohio Division of Financial Institutions ("DFI"), a state agency charged with enforcing the Ohio Mortgage Broker Act ("OMBA"), codified in Chapter 1322 of the Ohio Revised Code ("R.C.").

Deborah E. Eick enters into this Consent Agreement being fully informed of her 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 Consent 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 above, 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. DFI enters into this Consent Agreement in lieu of formal proceedings under R.C. Chapter 119 to deny Deborah E. Eick a loan officer license on the basis of her criminal conviction as set forth in Paragraph E, and expressly reserves the right to institute formal proceedings based upon any violation of the OMBA, whether occurring before or after the effective date of this Agreement.
- D. Deborah E. Eick applied for a mortgage loan officer license on May 3, 2002; that application is still pending.
- E. Deborah E. Eick admits that on or around 1993 she was convicted of the unauthorized use of property, and in 1996 she pleaded guilty to felony theft.

Deborah E. Eick states the following as proof that she is honest, trustworthy, and that there is no basis in fact for DFI to believe that she would commit such crimes again:

It has been nearly seven years since she pleaded guilty to theft and she has not been convicted of or plead guilty to any other 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.

Eick's 1996 theft offense was dismissed after she successfully completed a diversion program. Since that time, Eick has worked as a loan officer and a processor in the residential mortgage and lending industry. In addition, Eick has been promoted to a managerial position for a mortgage broker's branch office, and has presented home buyer education seminars.

- F. Based upon the statements and/or representation made by Deborah E. Eick, DFI finds that Deborah E. Eick has proven, by a preponderance of the evidence, that her activities and employment record since her conviction show that she is honest, truthful, and of good reputation, and there is no basis in fact for believing that she will commit such an offense again.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Deborah E. Eick knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

- 1. DFI shall grant Deborah E. Eick a mortgage loan officer license.

2. Should DFI discover that Deborah E. Eick provided DFI with false, fraudulent, or misleading information in regards to his license application, Deborah E. Eick agrees that such evidence firmly establishes that her character and general fitness do not command the confidence of the public and warrant the belief that she will conduct business honestly and fairly in compliance with the purposes of the OMBA. Deborah E. Eick further agrees that such discovery is grounds for permanent revocation of her license.
3. Deborah E. Eick agrees that this Consent 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.

The above-described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of DFI, Deborah E. Eick appears to have violated or breached any term or condition of this Consent 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 the laws of Ohio occurring before the effective date of this Consent Agreement.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Deborah E. Eick acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by DFI based on alleged violations of this Consent Agreement shall comply with the Ohio Administrative Procedure Act, codified in R.C. Chapter 119.

Deborah E. Eick hereby releases DFI, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent 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.

EFFECTIVE DATE

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

DEBORAH E. EICK

Date

75-22-03

ROBERT M. GRIESER

Date

Deputy Superintendent for Consumer Finance
Ohio Division of Financial Institutions

5/22/03

AMANDA M. AXTELL

Date

In House Counsel—Consumer Finance
Ohio Division of Financial Institutions

5/22/03