

SETTLEMENT AGREEMENT

03LOSAC0171

by and between

THE OHIO DEPARTMENT OF COMMERCE
DIVISION OF FINANCIAL INSTITUTIONS

Consumer Finance Section

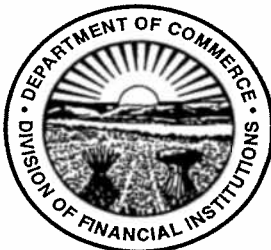
77 South High Street, 21st Floor
Columbus, OH 43215-6120

802208

&

LO 013124
JOSEPH A MEDWETZ
2962 GRANBY CIRCLE
TWINSBURG, OH 44087

This Settlement Agreement is a legally binding document that affects your rights. Read it carefully.
If you have any questions, consult an attorney.



CHECK NO 4101586610
AMOUNT \$250.00
DATE 9/10/03
REC. BY RCL

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, SEPTEMBER 30, 2003:

- ☒ You must complete six (6) hours of approved CE, and the attendance certificate(s) must be returned with the Settlement Agreement.
- ☒ All pages of this Settlement Agreement, including this cover page, must remain attached.
- ☒ The ORIGINAL, signed Agreement with all pages attached must be returned. Keep a copy for your records.
- ☒ A cashier's check or money order in the amount of \$250.00, made payable to DFI Consumer Finance, must be enclosed. NO OTHER METHOD OF PAYMENT WILL BE ACCEPTED. If the envelope does not contain a cashier's check or money order in the amount of \$250.00, your package will be returned and the Settlement Agreement will not be accepted.

2003 SEP 10 AM 10:46

SETTLEMENT AGREEMENT

01/15/11

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."

&

LO 013124
JOSEPH A MEDWETZ
2962 GRANBY CIRCLE
TWINSBURG, OH 44087

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 that held a loan officer license issued by DFI to originate residential mortgage loans pursuant to R.C. Chapter 1322. Respondent's loan officer license expired on April 30, 2003, and Respondent filed an application to renew the license; the renewal application remains pending.

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. 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.

2003 SEP 10 AM 10:16
DIVISION OF FINANCIAL INSTITUTIONS
OFFICE OF THE ATTORNEY GENERAL
COLUMBUS, OHIO

- 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 sections 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 every calendar year (by December 31st).
- D. Because 2002 was the first year in which the law imposed CE requirements on loan officers, DFI extended Respondent's CE deadline into March of 2003.
- E. Respondent's loan officer license expired on April 30, 2003. In an effort to renew the license, Respondent submitted to DFI a renewal application; the renewal application remains pending.
- F. Respondent admits that, despite the extension of time granted to Respondent to comply with the CE requirements, Respondent failed to complete the required CE credit hours by the extended deadline.
- G. DFI's records indicate that Respondent completed zero (0) hours of approved CE.
- H. Because Respondent failed to comply with R.C. 1322.052, DFI has the authority to refuse to renew Respondent's loan officer license.
- I. 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 OMBA.
- J. 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 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 two hundred and fifty dollars (\$250.00). 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 agrees to: (1) complete six (6) hours of approved CE prior to submitting this Agreement; (2) write in RED INK on the face of a copy of the attendance certificate(s) "PLEASE APPLY TO 2002 CE REQUIREMENT;" and to (3) submit the marked copy with this Agreement.
3. Respondent hereby requests DFI to apply the six (6) hours of CE Respondent completed after the extended deadline to Respondent's 2002 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 2002 CE requirement; these credits cannot be applied to Respondent's 2003 CE requirement, which must be completed by December 31, 2003.
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 he/she has violated R.C. Section 1322.052 by failing to complete the 2002 CE requirement of the OMBA, and that Respondent has been penalized in the form of a fine for this violation.
7. Respondent understands that to be considered for acceptance by DFI, Respondent must be in compliance with every provision of the Agreement, and that the ORIGINAL properly executed Settlement Agreement, with all pages attached, must be received in the offices of DFI on or before Tuesday, September 30, 2003.
8. If Respondent properly files this 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, 2004.
9. 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 it 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 its 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 he/she has been advised by DFI to seek legal counsel if he/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.

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

PRINTED Name of loan officer:

JOSEPH A. MEDWETZ

SIGNATURE of loan officer:

/ s / 9-3-03
Date

ROBERT M. GRIESER

9/12/03
DATE

Deputy Superintendent for Consumer Finance
Ohio Division of Financial Institutions

AMANDA M. AXTELL

9/12/03
DATE

Consumer Finance Legal Counsel
Ohio Division of Financial Institutions

MORTGAGE BROKER CONTINUING EDUCATION
ATTENDANCE CERTIFICATE

Joseph A. Medwetz

802208-13124

Attendee

Ohio Lending Solutions, Inc. ~ 27887 Clemens Rd. ~ Westlake, Ohio 44145

Loan Officer/Operations Manager Number

Business Address

has successfully completed 4 hours of continuing education in:
"Truth-in-Lending Act (TILA)"

Title of approved offering, course, seminar, or conference

Course was 90% or better attended on the date(s) of

August 19, 2003

at

Four Points Sheraton

(street address)

5300 Rockside Rd.

(city)

Independence

(state)

Ohio

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

August 25, 2003

VP of Education:

Signature

John W. Drake

Date of Issuance:

August 25, 2003

John W. Drake, CRMS

Education Chairperson

OHIO ASSOCIATION OF MORTGAGE BROKERS



Continuing Education Provider

170 BANCORP BUILDING - 5666 DRESSLER RD., N.W. - NORTH CANTON, OHIO 44720

2003008

Address

Provider Number

Course Number

PLEASE Apply To 2002 CE REQUIREMENT

MORTGAGE BROKER CONTINUING EDUCATION
ATTENDANCE CERTIFICATE

Joseph A. McIwetz

802208-13124

Attendee

Ohio Lending Solutions ~ 27887 Clemens Rd. ~ Westlake, Ohio 44145

Loan Officer/Operations Manager Number

Business Address

has successfully completed 4 hours of continuing education in:
Introduction to Appraisal Underwriting

Title of approved offering, course, seminar, or conference

Course was 90% or better attended on the date(s) of August 13, 2003 at

(street address) 3900 Chararlin Dr. (city) Columbus (state) Ohio Hilton Columbus

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

August 29, 2003

VP of Education:

Signature

John W. Drake

Date of Issuance:

John W. Drake, CRMS

Education Chairperson



OHIO ASSOCIATION OF MORTGAGE BROKERS

Continuing Education Provider

170 BANCORP BUILDING - 5686 DRESSLER RD., N.W. - NORTH CANTON, OHIO 44720

2003008

Address

Provider Number

Course Number

PLEASE Apply To 2003 CE Requirement