

SETTLEMENT AGREEMENT

#M2007-271

This Settlement Agreement is entered into by and between:

**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

JOHN W. MCGUIRE

7615 Thames Court
West Chester, Ohio 45069

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.

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, other than theft, 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 May 21, 2007; that application remains pending.

- D. Respondent admits that in 1981 he was convicted of attempted fraud and that he did not disclose the conviction on his loan officer license application.
- E. Respondent understands that because he has been convicted of a crime listed in R.C. 1322.031(A)(2), and because he did not disclose the conviction, DFI has the authority to refuse to issue him a loan officer license.
- F. Respondent has submitted evidence to the Division which shows by a preponderance of the evidence that his employment record and activities since his fraud conviction show that he is honest, truthful, and of good reputation and that there is no basis in fact for believing that he will commit another fraud offense.
- G. 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 conviction.
- H. 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 violation of law described herein, Respondent 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 "DFI Consumer Finance," and shall be submitted to DFI with this Settlement Agreement.
2. 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 authorize Respondent to sit for the loan officer license examination.
3. Respondent understands and agrees that if DFI discovers 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.
4. 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.

5. If Respondent violates any term of this Settlement Agreement, DFI may reject the Settlement Agreement and proceed with formal proceedings under R.C. Chapter 119 to deny Respondent's application for a loan officer license.
6. The above-described terms, conditions and limitations may be amended or terminated at any time upon the written agreement of both parties.
7. This settlement agreement must be received by the Division no later than July 31, 2007.

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.

JOHN WALTER McGUIRE
Respondent

STEPHEN E. DeFRANK, JR. Date
Consumer Finance Counsel
Ohio Division of Financial Institution

RICHARD F. KECK

Acting Deputy Superintendent for Consumer Finance

Ohio Division of Financial Institutions

Date _____