

SETTLEMENT AGREEMENT

#04-0456-LOD

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."

&

James R. Hall
428 Ironside Drive
Delaware, Ohio 43015

102109398
\$1,000.

NOV 25 2005

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 during the 2003 calendar year. Respondent did not complete his 2003 continuing education requirement and as a result DFI issued a notice of its intent to deny Respondent's 2004 loan officer license renewal application on December 3, 2004. Pursuant to Chapter 119 of the Revised Code, Respondent requested a hearing on DFI's notice of December 3, 2004. The hearing was held and the hearing officer filed a report and recommendation with the Division on April 11, 2005 recommending that the Division deny the renewal of Respondent's loan officer license. The 2004 loan officer license 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 continue with formal adjudicative proceedings, 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.

- 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 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. Respondent held a loan officer license during the 2003 calendar year and filed an application to renew that license in 2004.
- E. Respondent admits that he failed to complete the required CE credit hours for the 2003 calendar year.
- F. Because Respondent violated R.C. 1322.052 and for the additional reasons stated in DFI's notice of December 3, 2004, DFI has the authority to refuse to renew Respondent's loan officer license.
- G. DFI enters into this Settlement Agreement in lieu of continuing with formal proceedings under R.C. Chapter 119 to deny Respondent's 2004 renewal application for a loan officer license on the basis of Respondent's admitted violations and noncompliance with the OMBA.
- 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 continuing with 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 one thousand dollars (\$1000.00). 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 has completed six (6) hours of approved CE to be applied toward the 2003 calendar year CE requirement. Respondent agrees to apply six (6) hours of continuing

education earned on December 11, 2004 in the course titled "FHA and Rural Development – Learn the Basics" to his 2003 continuing education requirement.

3. Respondent understands and agrees that the six (6) hours of CE credits earned are to be applied only to Respondent's 2003 CE requirements; these credits cannot be applied to Respondent's 2005 CE requirement, which must be completed by December 31, 2005.
4. Respondent understands and agrees that by executing this Settlement Agreement, Respondent admits that he has violated R.C. Section 1322.052 by failing to complete the 2003 CE requirements of the OMBA, and that Respondent has been penalized in the form of a fine for this violation.
5. Respondent understands that for this Settlement Agreement to be considered for acceptance by DFI, Respondent 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 **November 28, 2005**. Should Respondent fully comply with every provision of this agreement, DFI agrees to execute the same, terminate DFI's notice of December 3, 2004, approve Respondent's renewal application, and issue Respondent a loan officer license. Upon issuance of the loan officer license, Respondent's R.C. 119 hearing request in the matter of 04-0456-LOD is withdrawn.
6. 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 he 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 his loan officer license.
7. Respondent understands and agrees that should he be found to be in violation of R.C. 1322.052 again at any time in the future, the appropriate penalty for that violation will be either the denial of the renewal of his loan officer license application or application for a new loan officer license.
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, 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. Respondent 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. 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 Respondent:

X JAMES R. Hall

SIGNATURE of Respondent:

X 11/15/05
Date

JAMES LEE

Attorney for James Hall
James C. Lee, Esq.
Attorney & Counselor at Law
901-F Robinwood Avenue
Columbus, OH 43213-1731
(614) 236-4600 (614) 236-4804 (Fax)

11/15/05
DATE

ROBERT M. GRIESER

Deputy Superintendent for Consumer Finance
Ohio Division of Financial Institutions

11/28/05
DATE

MARK L. RHEA

Consumer Finance Staff Attorney
Ohio Division of Financial Institutions

11/28/05
DATE