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**CONSENT AGREEMENT  
BETWEEN  
RENA' E. STARKS**  
**AND**  
**THE OHIO DIVISION OF FINANCIAL INSTITUTIONS**

*dba Homekeepers Mortgage*

This Consent Agreement is entered into by and between Rena' E. Starks 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.").

Rena' E. Starks 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.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. DFI is empowered by R.C. 1322.04(A) to issue an applicant a mortgage broker certificate of registration only if DFI finds, *inter alia*, that "[t]he applicant complies with [the Ohio Mortgage Broker Act,]" and that "[t]he applicant's financial responsibility, experience, character, and general fitness command the confidence of the public and warrant the belief that the business will be operated honestly and fairly in compliance with the purposes of [the Ohio Mortgage Broker Act]." R.C. 1322.04(A)(6), (10).
- B. DFI is empowered by R.C. 1322.10(A)(1)(a) to refuse to issue an applicant a mortgage broker certificate of registration if DFI finds "[a] violation of or failure to comply with any provision of [the Ohio Mortgage Broker Act] or the rules adopted under [the Ohio Mortgage Broker Act] or any other law applicable to the business conducted under a certificate of registration[.]"
- C. DFI is empowered by R.C. 1322.10(A)(2) to "[i]mpose a fine of not more than one thousand dollars, for each day a violation of a law or rule is committed, repeated, or continued."
- D. DFI enters into this Consent Agreement in lieu of formal proceedings under R.C. Chapter 119 to deny Rena' E. Starks a mortgage broker certificate of registration on the basis of the admitted violations of the Ohio Mortgage Broker Act as set forth in Paragraph F below, 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.

- E. Rena' E. Starks applied for a mortgage broker certificate of registration as a sole proprietor, dba Homekeepers Mortgage Company, on April 8, 2002; that application is still pending.
- F. Rena' E. Starks admits that she has conducted the following activities in violation of the Ohio Mortgage Broker Act:
- (1) Operated an illegal net branch, Abundant Life Mortgage and Financial Services, dba Homekeepers Mortgage Company, from approximately November 1998 to February 2000; and
  - (2) Acted as a mortgage broker, under the name of Homekeepers Mortgage Company, "without first having obtained a certificate of registration[,]" in violation of R.C. 1322.02(A)(1), on or around May 2002.
- G. Rena' E. Starks represents that the only illegal activities she participated in which are related to the business of mortgage lending are those listed in Paragraph F above.
- H. Rena' E. Starks submits that she committed the above the violations out of ignorance, not in conscious disregard for the law, and states that she understands that ignorance of the law is not an excuse and that she takes full responsibility for her actions. Rena' E. Starks further submits that, if she is granted a mortgage broker certificate of registration, she will fully comply with the Ohio Mortgage Broker Act, the rules related to the Act, and any and all state and federal laws related to the business of mortgage brokering.

**AGREED CONDITIONS**

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

1. Rena' E. Starks shall pay a fine of two thousand dollars (\$2,000.00) for her conduct as stated in Paragraph F(1) above.
2. Rena' E. Starks shall pay a fine of two thousand dollars (\$2,000.00) for her conduct as stated in Paragraph F(2) above.
3. Rena' E. Starks shall make payment on the above fines in the following manner: a total of two thousand dollars (\$2,000.00) shall be paid on or before October 31, 2002; the remaining two thousand dollars (\$2,000.00) shall be paid in full on or before December 31, 2002.

4. DFI shall issue Rena' E. Starks a mortgage broker certificate of registration. *under the name of Rena' E. Starks, dba Homekeepers Mortgage Company.*

5. Should DFI discover that Rena E. Starks has provided DFI with false, fraudulent, misleading, or incomplete information in regards to her certificate of registration application, Rena E. Starks agrees that such evidence will firmly establish 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. Rena' E. Starks further agrees that such discovery is grounds for permanent revocation of her license.

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, Rena' E. Starks 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**

Rena' E. Starks 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.

Rena' E. Starks 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.

  
**RENA' E. STARKS**

9/24/02  
**DATE**

  
**ROBERT M. GRIESER**  
Deputy Superintendent for Consumer Finance  
Ohio Division of Financial Institutions

9/24/02  
**DATE**

  
**AMANDA M. AXTELL**  
In House Counsel—Consumer Finance

9/24/01  
**DATE**