

# SETTLEMENT AGREEMENT

#LO.024639.001 & MLO.024639  
(2005 & 2006 CE)

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, 21<sup>st</sup> Floor  
Columbus, OH 43215-6120

**Hereinafter referred to as "DFI"**

and

**JOSEPH J. METRICK**

14411 Fullers Lane  
Strongsville, OH 44149

**Hereinafter referred to as "Applicant"**

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."). Applicant is an individual that held a loan officer license during the 2005 and 2006 calendar years. Applicant's license was cancelled on or about April 30, 2006 because he failed to renew. On March 16, 2010, Applicant submitted a new application for a loan originator license, which remains pending.

Applicant 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. 1322.10(A)(1)(a) to refuse to issue an applicant a loan originator license if DFI finds, among other things, that the applicant has failed to comply with the OMBA or the rules adopted thereunder.
- B. DFI is empowered by R.C. 1322.041 to issue an applicant a loan originator license if DFI finds, among other things, that the applicant has complied with the OMBA.
- C. R.C. 1322.052, as in effect in 2005 and 2006, required every loan officer to complete at least six (6) hours of approved continuing education every calendar year (by December 31<sup>st</sup>).
- D. Applicant held a loan officer license during the 2005 and 2006 calendar years.
- E. Applicant admits that he failed to complete the required CE credit hours for the 2005 and 2006 calendar years.

- F. Because Applicant failed to comply with R.C. 1322.052, DFI has the authority to refuse to issue Applicant a loan originator license.
- G. DFI enters into this Settlement Agreement in lieu of formal proceedings under R.C. Chapter 119 to refuse to issue Applicant a loan originator license on the basis of Applicant'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, Applicant knowingly and voluntarily agrees with DFI to the following terms, conditions and limitations:

1. As penalty for the violation of law described herein, Applicant agrees to pay a fine of one thousand dollars (\$1,000.00). Payment shall be in the form of a cashier's check or money order, made payable to "Treasurer of State," and shall be submitted to DFI with this Settlement Agreement.
2. Applicant agrees to complete six (6) hours of approved CE, which shall be applied to the 2005 calendar year CE requirement and six (6) hours of approved CE, which shall be applied to the 2005 calendar year CE requirement. Applicant agrees to submit a copy of the attendance certificate(s) for twelve (12) credit hours issued by the CE Provider with this Settlement Agreement, and to write in **RED INK on the face of a copy of the attendance certificate(s) "PLEASE APPLY TO 2005 (2006) CE REQUIREMENT."**
3. Applicant understands and agrees that twelve (12) total hours (six hours each) of CE credits earned are to be applied only to Applicant's 2005 and 2006 CE requirements; these credits cannot be applied towards the 2010 CE requirement.
4. Applicant understands and agrees that by executing this Settlement Agreement, Applicant admits that he has violated R.C. 1322.052 by failing to complete the 2005 and 2006 CE requirements of the OMBA, and that Applicant has been penalized in the form of a fine for this violation.
5. Applicant understands that for this Settlement Agreement to be considered for acceptance by DFI, Applicant 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 **July 23, 2010**. Should Applicant fully comply with every provision of this agreement, DFI agrees to execute the same and approve Applicant's 2010 loan originator license application, provided there are no remaining deficiencies or disqualifying criminal convictions.
6. Should DFI discover that Applicant has provided DFI with false, fraudulent, misleading, or incomplete information pertaining to this Agreement, Applicant agrees that such evidence will firmly establish that Applicant's 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.

7. Applicant 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.
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, Applicant 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**

Applicant acknowledges that she has been advised by DFI to seek legal counsel if she has any question concerning the terms and/or effect of this Settlement Agreement.

Applicant hereby releases DFI, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter. Applicant 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. section 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 Applicant 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 Applicant: JOSEPH D. METRICK

SIGNATURE of Applicant: \_\_\_\_\_ Date 7-12-10

LEIGH A. WILLIS  
Deputy Superintendent for Consumer Finance  
Ohio Division of Financial Institutions

Date

ANTHONY D. SICILIANO  
Consumer Finance General Counsel  
Ohio Division of Financial Institution

Date

*PLEASE APPLY TO 2005 CE REQUIREMENT*

**HONDROS**  
**COLLEGE**

*Mortgage Broker Continuing Education  
Certificate of Attendance*

Joseph Metrick

LO.024639.000

Attendee

Loan Officer/Operations Manager Number

14411 Fullers Lane Strongsville, OH 44149

Address

*Awarded for successful completion of 3 credit hours of continuing education in the  
following courses.*

*Course Title: Foreclosures*

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

*Linda Hondros*

Linda Hondros, Verifier

6/09/2010

Date of Issuance

*Hondros College 4140 Executive Parkway Westerville, Ohio 43081*

*PLEASE APPLY TO 2005 CE REQUIREMENT*

**HONDROS**  
**COLLEGE**

*Mortgage Broker Continuing Education  
Certificate of Attendance*

Joseph Metrick

LO.024639.000

Attendee

Loan Officer/Operations Manager Number

14411 Fullers Lane Strongsville, OH 44149

Address

*Awarded for successful completion of 3 credit hours of continuing education in the  
following course.*

*Course Title: Making FHA Loans*

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

*Linda Hondros*

Linda Hondros, Verifier

6/09/2010 03:45 PM EST

Date of Issuance

*Hondros College 4140 Executive Parkway Westerville, Ohio 43081*

*PLEASE APPLY TO 2006 CE Requirements*

**HONDROS**  
**COLLEGE**

*Mortgage Broker Continuing Education*

*Certificate of Attendance*

Joseph Metrick

LO.024639.000

Attendee

Loan Officer/Operations Manager Number

14411 Fullers Lane Strongsville, OH 44149

Address

*Awarded for successful completion of 3 credit hours of continuing education in the following course.*

*Course Title: Understanding Title Insurance*

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

*Linda Hondros*

Linda Hondros, Verifier

6/13/2010 11:35 PM EST

Date of Issuance

*Hondros College 4140 Executive Parkway Westerville, Ohio 43081*

*PLEASE APPLY TO 2006 CE Requirements*

**HONDROS**  
**COLLEGE**

*Mortgage Broker Continuing Education*

*Certificate of Attendance*

Joseph Metrick

LO.024639.000

Attendee

Loan Officer/Operations Manager Number

14411 Fullers Lane Strongsville, OH 44149

Address

*Awarded for successful completion of 3 credit hours of continuing education in the following course.*

*Course Title: Mortgage Lending Ethics Refresher*

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

*Linda Hondros*

Linda Hondros, Verifier

6/14/2010 01:50 AM EST

Date of Issuance

*Hondros College 4140 Executive Parkway Westerville, Ohio 43081*