

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel.  
NANCY H. ROGERS  
ATTORNEY GENERAL OF OHIO  
30 EAST BROAD STREET  
STATE OFFICE TOWER, 14<sup>th</sup> FLOOR  
COLUMBUS, OHIO 43215

and

JOHN REARDON, SUPERINTENDENT  
OHIO DEPARTMENT OF COMMERCE,  
DIVISION OF FINANCIAL INSTITUTIONS:  
77 S. HIGH STREET, 21<sup>ST</sup> FLOOR  
COLUMBUS, OHIO 43266

PLAINTIFFS,

v.

HIGHLAND BANC, INC.  
5025 ARLINGTON CENTRE BLVD.  
SUITE 240  
COLUMBUS, OHIO 43220

c/o CHAD KINER  
STATUTORY AGENT  
5025 ARLINGTON CENTRE BVLD.  
SUITE 240  
COLUMBUS, OHIO 43220

and

ERIC B. JOHNSON  
1299 WOODCROFT RD. E.  
COLUMBUS, OHIO 43204

DEFENDANTS.

CASE NO.

08CVH 8 11343

JUDGE

COMPLAINT, REQUEST FOR  
DECLARATORY AND  
INJUNCTIVE RELIEF,  
CONSUMER DAMAGES, CIVIL  
PENALTIES AND OTHER  
APPROPRIATE RELIEF

FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO  
2008 AUG - 7 AM 10:59  
CLERK OF COURTS

### JURISDICTION

1. Plaintiff, State of Ohio, by and through Counsel, the Attorney General of Ohio, Nancy H. Rogers, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in her by R.C. § 1345.01 et seq. (the Ohio Consumer Sales Practices Act), the Ohio Mortgage Broker Act, (MBA), R.C. § 1322.01 et seq., R.C. § 1349.41, the Real Estate Settlement Procedures Act, (RESPA), 12 U.S.C. § 2601 et seq., and RESPA (Regulation X), 24 C.F.R. § 3500.01 et seq.
2. Plaintiff John Reardon, Superintendent of the Division of Financial Institutions, Ohio Department of Commerce, brings this action pursuant to the authority vested in him by the Ohio Mortgage Broker Act, R.C. §1322.01 *et seq.*
3. Defendant Highland Banc, Inc. (Highland) is an Ohio corporation with its principal place of business located at 5025 Arlington Centre Blvd., Columbus, Ohio 43220.
4. Defendant Highland is licensed as a mortgage broker (Lic. MB.803604.000) by the Ohio Department of Commerce, Division of Financial Institutions.
5. Defendant Eric B. Johnson (Johnson) was a loan officer (Lic. LO.005564.000) licensed by the Ohio Department of Commerce, Division of Financial Institutions.
6. The actions of Defendants, hereinafter described, have occurred in Franklin County and various other counties in the State of Ohio.
7. Defendant Highland is a "supplier" as that term is defined in R.C. § 1345.01(C) as Defendant is, and has been at all times relevant to this action, engaged in the business of effecting consumer transactions by brokering or providing non bank

mortgage lending to individuals in Franklin County and other counties in the State of Ohio for purposes that are primarily personal, family or household within the meaning specified in R.C. § 1345.01(A) and (D).

8. Defendant Johnson is a "supplier" as that term is defined in R.C. § 1345.01(C) as Defendant has been at all times relevant to this action, engaged in the business of effecting consumer transactions by originating mortgage loans and/or soliciting financial and mortgage information from individuals for sale to other mortgage brokers for individuals in Franklin County and other counties in the State of Ohio for purposes that are primarily personal, family or household within the meaning specified in R.C. § 1345.01(A) and (D).
9. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. § 1345.04 of the Ohio Consumer Sales Practices Act (CSPA), R.C. §§ 1322.10 and 1322.11(B)(1) of the Ohio Mortgage Broker Act (MBA), 12 U.S.C. § 2614, 24 C.F.R. § 3500.7 (Regulation X) of the Real Estate Settlement Procedures Act (RESPA) and R.C. § 1349.41.
10. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.

#### **STATEMENT OF FACTS**

11. Defendant Highland is, and has been at all times relevant to this action, conducting business as a "mortgage broker" as that term is defined by R.C. § 1322.01(G) and R.C. § 1345.01(J).
12. Defendant Highland is, and has been at all times relevant to this action, engaged

in the business of loan origination in the State of Ohio, including in Franklin County, and did "originate" as that term is defined by R.C. § 1322.01(I) mortgage loans for residential home "mortgage"(s) as that term is defined by R.C. § 1345.01(I) for "buyers" as that term is defined in R.C. § 1322.01(A) and/or "consumer"(s) as that term is defined in R.C. § 1345.01(D).

13. Defendant Johnson has been at all times relevant to this action, employed by Defendant Highland as a "loan officer", as that term is defined in R.C. §§ 1345.01(H) and 1322.01(E).
14. Defendant Highland is, and has been at all times relevant to this action, engaged in the business of a "lender" as that term is defined by RC § 1349.41(A)(2).
15. Defendant Highland is, and has been at all times relevant to this action, engaged in the business of a "non bank mortgage lender" as that term is defined in R.C. § 1345.01(K).
16. Defendant Highland is, and has been at all times relevant to this action, engaged in the business of "refinancing" residential home mortgages as that term is defined in R.C. § 1321.51 (N).
17. Defendant Highland is, and has been at all times relevant to this action, employing loan officer "licensee"(s), including Defendant Johnson, as that term is defined by R.C. § 1322.01(D).
18. Defendant Highland is, and has been at all times relevant to this action, a mortgage broker "registrant" as that term is defined by R.C. § 1322.01(J), authorized to conduct mortgage broker business by the Division of Financial Institutions, Ohio Department of Commerce.

19. Defendant Highland is, and has been at all times relevant to this action, soliciting and receiving inquiries from buying consumers regarding residential mortgage loans for residential properties located in Franklin County and other counties in the State of Ohio.
20. Consumers who contacted Defendant Highland about obtaining a residential mortgage loan were directed to a "loan officer," including Defendant Johnson, as that term is defined in R.C. §§ 1345.01(H) and 1322.01(E), for the purpose of originating residential mortgage loans.
21. Defendant Highland's loan officers, including Defendant Johnson, are, and have been at all times relevant to this action, acting as agents and employees of Highland Banc, Inc.
22. Consumers entered into agreements with Defendant Highland through its agents and employees whereby Defendant Highland agreed to serve as their mortgage broker and to provide them with residential mortgage broker services in connection with obtaining residential mortgage loans.
23. Based upon the representations made by Defendant Highland's agents and employees, consumers provided Defendant Highland's loan officers and mortgage brokers with information and paperwork necessary to apply for residential mortgage loans.
24. Consumers who utilized Defendant Highland's services failed to receive, or received inaccurate, loan disclosure statements required by the CSPA, Ohio MBA and RESPA.
25. From early 2007 and continuing to present, Defendants Highland and Johnson

failed to provide, or provided incomplete or inaccurate, Mortgage Loan Origination Disclosure Statements (MLODS) to consumers, including but not limited to loan to value (LTV) disclosures.

26. From early 2007 and continuing to present, Defendants Highland and Johnson failed to provide, or provided incomplete, good faith estimates (GFE's) to consumers, including but not limited to, failing to provide estimates of the amount or range of charges for specific settlement services the buyer is likely to incur in connection with the settlement of a residential mortgage loan.
27. On information and belief, from early 2007 and continuing to present, Defendants Highland and Johnson created multiple GFE's for consumers at the time of application and produced to consumers the GFE incorporating the lower total monthly payment, including the lower private mortgage insurance monthly payment, and produced to consumers disclosures which incorporated the lower total monthly payment, thereby misleading consumers regarding the actual total monthly payment required.
28. From early 2007 and continuing to present, Defendants Highland and Johnson failed to timely inform the consumer of an increase in fees payable to the mortgage broker or lender when said fees increased by the greater of 10% or one-hundred dollars.
29. From early 2007 and continuing to present, Defendants Highland and Johnson underestimated settlement costs in required disclosures to consumers.
30. From early 2007 and continuing to present, Defendants Highland and Johnson failed to provide, or provided incomplete, disclosures to consumers indicating

whether property taxes would be escrowed and/or a description of what would be covered by the monthly payment, including principal, interest, taxes, and insurance.

31. From early 2007 and continuing to present, Defendants Highland and Johnson failed to timely inform consumers of material changes in the loan regarding the type of loan, interest rate, escrow, or private mortgage insurance.
32. From early 2007 and continuing to present, Defendants Highland and Johnson requested appraisals for residential property located in Franklin County and various other Ohio counties from licensed Ohio appraisers.
33. From early 2007 and continuing to present, Defendants Highland and Johnson indicated on pre-printed appraisal request forms both the sale amount and loan amount for the subject dwelling.
34. Defendants Highland and Johnson's communication of the desired appraisal valuation of the subject dwelling to licensed appraisers in Ohio potentially resulted in inflated appraisals, causing injury to Ohio consumers.
35. From early 2007 and continuing to present, Defendants Highland and Johnson failed to disclose to consumers on the GFE that a yield spread premium (YSP) would be paid to the mortgage broker by the lender.
36. From early 2007 and continuing to present, Defendants Highland and Johnson failed to disclose to consumers that the servicing of their loan may be assigned, sold, or transferred to any person at any time while the loan is outstanding.
37. From early 2007 and continuing to present, Defendants Highland and Johnson failed to make available for distribution and, in some instances, failed to retain

the consumers' written acknowledgement of receipt of the informational document.

38. From early 2007 and continuing to present, Defendants Highland and Johnson failed to provide, or provided incomplete or inaccurate, written disclosures to consumers at the closing of the consumer loan transaction that the consumer was not required to complete a consumer loan transaction merely because the consumer had received prior estimates of real estate closing costs or had signed an application and should not close a loan transaction that contains different terms and conditions than those the consumer was promised.
39. Defendants Highland and Johnson made improper promises to consumers to refinance consumers' loans in the future with terms more favorable to the consumers.
40. Defendants Highland and Johnson made mortgage loans knowing there was no reasonable probability of payment of the obligation by the consumer.
41. On information and belief, Defendants Highland and Johnson instructed or otherwise caused consumers to sign in blank mortgage related documents, including but not limited to MLODS, escrow disclosure statements and the written disclosure required at closing.

#### **FIRST CAUSE OF ACTION**

##### **Violations of the Ohio Mortgage Broker Act (MBA)**

42. Plaintiff John Reardon, Superintendent of the Division of Financial Institutions, Ohio Department of Commerce incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Forty-One



(1-41) of this Complaint.

43. Defendants Highland and Johnson failed to provide, or provided incomplete, MLODS to consumers, in violation of R.C. § 1322.062(A).
44. Defendants Highland and Johnson failed to provide, or provided incomplete, LTV disclosures to consumers, in violation of R.C. § 1322.062(A)(1)(j).
45. Defendants Highland and Johnson failed to provide, or provided incomplete, GFE's to consumers, including but not limited to, failing to provide estimates of the amount or range of charges for specific settlement services the buyer is likely to incur in connection with the settlement of a residential mortgage loan, in violation of R.C. § 1322.062(D).
46. Defendants Highland and Johnson failed to provide, or provided incomplete, written escrow disclosures to consumers not later than twenty-four hours before the loan was closed, in violation of R.C. § 1322.063(A).
47. Defendants Highland and Johnson failed to timely inform consumers of material changes in the loans, in violation of R.C. § 1322.064(A)(1).
48. Defendants Highland and Johnson failed to timely inform consumers of an increase in fees payable to the mortgage broker or lender when said fees increased by the greater of 10% or one-hundred dollars, in violation of R.C. § 1322.064(A)(2).
49. Defendants Highland and Johnson engaged in conduct that constitutes improper, fraudulent, or dishonest dealings by underestimating settlement costs in required disclosures to consumers, in violation of R.C. § 1322.07(C).

50. Defendants Highland and Johnson instructed or otherwise caused consumers to sign in blank mortgage related documents, including but not limited to MLODS, escrow disclosure statements and the written disclosure required at closing, in violation of R.C. § 1322.07(F).
51. Defendants Highland and Johnson attempted to influence the independent judgment of appraisers licensed under R.C. § 4763 regarding the appraised value of residential property, in violation of R.C. § 1322.07(G).
52. Defendants Highland and Johnson made improper promises to consumers to refinance consumers' loans in the future with terms more favorable to the consumers, in violation of R.C. § 1322.07(H).
53. Defendants Highland and Johnson, by failing to provide disclosures required by the CSPA, RESPA and the Ohio MBA, and by failing to disclose to consumers on the GFE that a YSP would be paid to the mortgage broker by the lender, failed to act in good faith and with fair dealing in connection with the brokering or originating of mortgage loans, in violation of R.C. § 1322.081(A)(4).
54. The acts and practices set forth in paragraphs 43 through 48 violate Ohio MBA § 1322.07(B) and also constitute improper and dishonest dealing in violation of Ohio MBA § 1322.07(C).
55. The acts and practices set forth in the First Cause of Action constitute violations of Ohio MBA §§ 1322.07(B), 1322.07(C), 1322.07(G) and 1322.081 (A)(4) for which Defendants Highland and Johnson are subject to injunctive relief pursuant to R.C. § 1322.10(B).

#### **SECOND CAUSE OF ACTION**

**Violations of the Ohio Mortgage Broker Act (MBA)**

56. Plaintiff, State of Ohio, ex rel. Nancy H. Rogers, Attorney General incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Forty-One (1-41) of this Complaint.
57. Defendants Highland and Johnson failed to provide, or provided incomplete, MLODS to consumers, in violation of R.C. § 1322.062(A).
58. Defendants Highland and Johnson failed to provide, or provided incomplete, LTV disclosures to consumers, in violation of R.C. § 1322.062(A)(1)(j).
59. Defendants Highland and Johnson failed to provide, or provided incomplete, GFE's to consumers, including but not limited to, failing to provide estimates of the amount or range of charges for specific settlement services the buyer is likely to incur in connection with the settlement of a residential mortgage loan, in violation of R.C. § 1322.062(D).
60. Defendants Highland and Johnson failed to provide, or provided incomplete, written escrow disclosures to consumers not later than twenty-four hours before the loan was closed, in violation of R.C. § 1322.063(A).
61. Defendants Highland and Johnson failed to timely inform consumers of material changes in the loan, in violation of R.C. § 1322.064(A)(1).
62. Defendants Highland and Johnson failed to timely inform consumers of an increase in fees payable to the mortgage broker or lender when said fees increased by the greater of 10% or one-hundred dollars, in violation of R.C. § 1322.064(A)(2).

63. Defendants Highland and Johnson engaged in conduct that constitutes improper, fraudulent, or dishonest dealings by underestimating settlement costs in required disclosures to consumers, in violation of R.C. § 1322.07(C).
64. Defendants Highland and Johnson instructed or otherwise caused consumers to sign in blank mortgage related documents, including but not limited to MLODS, escrow disclosure statements and the written disclosure required at closing, in violation of R.C. § 1322.07(F).
65. Defendants Highland and Johnson attempted to influence the independent judgment of appraisers licensed under R.C. § 4763 regarding the appraised value of residential property, in violation of R.C. § 1322.07(G).
66. Defendants Highland and Johnson made improper promises to consumers to refinance consumers' loans in the future with terms more favorable to the consumers, in violation of R.C. § 1322.07(H).
67. Defendants Highland and Johnson, by failing to provide disclosures required by the CSPA, RESPA and the Ohio MBA, and by failing to disclose to consumers on the GFE that a YSP would be paid to the mortgage broker by the lender, failed to act in good faith and with fair dealing in connection with the brokering or originating of mortgage loans, in violation of R.C. § 1322.081(A)(4).
68. The acts and practices described in paragraphs 57 through 67 violate the Consumer Sales Practices Act, R.C. § 1345.01 et seq.

### **THIRD CAUSE OF ACTION**

#### **Violations of the Real Estate Settlement Procedures Act (RESPA)**

69. Plaintiff, State of Ohio, ex rel. Nancy H. Rogers, Attorney General incorporates

by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Forty-One (1-41) of this Complaint.

70. Defendant Highland, operating as a mortgage broker, provided federally related mortgage loan applicants an inaccurate GFE of the amount of or range of charges for the specific settlement services the buyer was likely to incur in connection with the settlement, in violation of RESPA, 12 U.S.C. § 2604(c), 24 C.F.R. § 3500.7(b) and (c).
71. Defendant Highland, operating as a mortgage broker, failed to disclose to consumers that the servicing of their loan may be assigned, sold, or transferred to any person at any time while the loan is outstanding, in violation of RESPA 12 U.S.C. § 2605(a).
72. Defendant Highland, operating as a mortgage broker, failed to disclose to consumers on the GFE that a YSP would be paid to Defendant Highland by the lender, in violation of RESPA 12 U.S.C. § 2601 et seq., 24 C.F.R. 3500 et seq. app. B.

#### **FOURTH CAUSE OF ACTION**

##### **Violations of the Homebuyers Protection Act**

73. Plaintiff, State of Ohio, ex rel. Nancy H. Rogers, Attorney General incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Forty-One (1-41) of this Complaint.
74. Defendant Highland engaged in transactions, practices, or course of business that was not in good faith or fair dealing, or that operated a fraud upon a person,

in connection with its residential non bank mortgage lending, in violation of R.C. § 1349.41.

75. The acts and practices described in paragraph 74 violate the Consumer Sales Practices Act, R.C. § 1345.01 et seq.

#### **FIFTH CAUSE OF ACTION**

##### **Violations of the Consumer Sales Practices Act**

76. Plaintiff, State of Ohio, ex rel. Nancy H. Rogers, Attorney General incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Forty-One (1-41) of this Complaint.
77. Defendant Highland engaged in transactions, practices, or course of business that was not in good faith or fair dealing, or that operated a fraud upon any person in connection with its residential non bank mortgage lending in violation of R.C. § 1349.41, in violation of R.C. § 1345.02.
78. Defendants Highland and Johnson committed an unfair and deceptive act or practice by creating multiple GFE's for consumers at the time of application and producing to consumers the GFE incorporating the lower total monthly payment, including the lower private mortgage insurance monthly payment, and by producing to consumers disclosures which incorporated the lower total monthly payment, thereby misleading consumers regarding the actual total monthly payment required, in violation of § 1345.02.
79. Defendant Highland, operating as a mortgage broker, failed to provide federally related mortgage loan applicants with an accurate GFE of the amount of or range of charges for the specific settlement services the buyer was likely to incur in

connection with the settlement, as required by RESPA, 12 U.S.C. § 2604(c), 24 C.F.R. § 3500.7(b) and (c), in violation of R.C. § 1345.02.

80. Defendants Highland and Johnson failed to disclose to consumers on the GFE that a YSP would be paid to Defendant Highland by the lender, as required by RESPA 12 U.S.C. § 2601 et seq., 24 C.F.R. 3500 et seq. app. B, in violation of R.C. § 1345.02.
81. Defendants Highland and Johnson failed to make available for distribution to consumers who applied for residential mortgage loans an informational document published in accordance with division (A)(4) of R.C. § 1345.05(G) and O.A.C. 109:4-3-29(B), in violation of R.C. § 1345.02.
82. Defendants Highland and Johnson failed to retain the consumers' written acknowledgement of receipt of the informational document as required by R.C. § 1345.05(G) and O.A.C. 109:4-3-29(E), in violation of R.C. § 1345.02.
83. Defendants Highland and Johnson failed to provide, or provided incomplete or inaccurate, written disclosures to consumers at the closing of the consumer transaction that the consumer was not required to complete a consumer transaction merely because the consumer had received prior estimates of closing costs or had signed an application and should not close a loan transaction that contains different terms and conditions than those the consumer was promised, in violation of R.C. § 1345.031(B)(8) and O.A.C. 109:4-3-23.
84. Defendants Highland and Johnson arranged mortgage loans knowing there was no reasonable probability of payment of the obligation by the consumer, in violation of R.C. § 1345.031(B)(14) and O.A.C. 109:4-3-27.

85. Defendants Highland and Johnson committed unconscionable acts or practices in violation of R.C. § 1345.031(B)(10), R.C. § 1322.07(G), and OAC 109:4-3-24(B) by attempting to compensate, instruct, induce, coerce, or intimidate, a person licensed or certified under Chapter 4763 of the Revised Code for the purpose of corrupting or improperly influencing the independent judgment of the person with respect to the value of the dwelling offered as security for repayment of a mortgage loan.
86. The acts and practices, described in paragraph 85 above, regarding undue influence on appraisers have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 *et seq.* Defendants Highland and Johnson committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff John Reardon, Superintendent Division of Financial Institutions, Ohio Department of Commerce respectfully prays that this Court:

1. **ISSUE PERMANENT INJUNCTION**, enjoining Defendant Highland Banc, Inc. and Defendant Eric B. Johnson, their agents, servants, representatives, salespeople, employees, successors and assigns and all persons acting in concert or participating with them, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from further violating the Ohio Mortgage Broker Act.

Plaintiff, Nancy H. Rogers, Attorney General of Ohio respectfully prays as



follows:

1. **ISSUE PERMANENT INJUNCTION**, enjoining Defendant Highland Banc, Inc. and Defendant Eric B. Johnson, their agents, servants, representatives, salespeople, employees, successors and assigns and all persons acting in concert or participating with them, directly or indirectly, from engaging in the acts or practices of which Plaintiff complain and from further violating the Consumer Sales Practices Act (CSPA), R.C. § 1345.01 et seq., the Ohio Mortgage Broker Act (MBA), R.C. § 1322.01 et seq., R.C. § 1349.41 and the Real Estate Settlement Procedures Act (RESPA), 12 U.S.C. § 2601 et seq., and 24 CFR § 3500.01 et seq.
2. **ISSUE A DECLARATORY JUDGMENT** declaring that each act or practice described in Plaintiff's Complaint violates the CSPA, R.C. § 1345.01 et seq., the Ohio MBA, R.C. § 1322.01 et seq., R.C. § 1349.41 and RESPA, 12 U.S.C. § 2601 et seq., and 24 CFR § 3500.01 et seq., in the manner set forth in this Complaint.
3. **ISSUE A DECLARATORY JUDGMENT** declaring that a violation of R.C. § 1322.01 et seq., R.C. § 1349.41, 12 U.S.C. § 2604, 12 U.S.C. § 2605, 12 U.S.C. § 2607 and 24 C.F.R. § 3500.7 in connection with a consumer transaction is a violation of the CSPA, R.C. § 1345.01 et seq.
4. **ORDER** Defendants Highland and Johnson, pursuant to R.C. § 1345.07(B), to reimburse all consumers damaged by Defendants' unfair, deceptive, and unconscionable acts or practices.

5. **ORDER** Defendant Highland, pursuant to the Homebuyers Protection Act, R.C. § 1349.41, to reimburse all consumers damaged by Defendant Highland's unfair and deceptive acts and practices by a non bank mortgage lender.
6. **ORDER** Defendants Highland and Johnson, pursuant to the Ohio Mortgage Broker Act (MBA), R.C. § 1322.01 et seq., to reimburse all consumers damaged by Defendants' Ohio MBA violations.
7. **ORDER** Defendant Highland, pursuant to the Real Estate Settlement Procedures Act (RESPA), § 12 U.S.C. 2601 et seq., to reimburse all consumers damaged by Defendant Highland's RESPA violations.
8. **ASSESS, FINE, AND IMPOSE** upon Defendants a civil penalty of Twenty Five Thousand Dollars (\$25,000.00) per violation of § 1345.01 et seq. pursuant to R.C. § 1345.07(D).
9. **ORDER**, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, Defendant Highland to maintain in its possession and control for a period of five (5) years all business records relating to Defendant Highland's brokering and lending of residential mortgage loans to individuals, and to permit the Ohio Attorney General or her representative, upon reasonable twenty-four (24) hour notice, to inspect and/or copy any and all records.
10. **ENJOIN** Defendants from engaging as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder.

Plaintiffs further request that this Court:

11. **GRANT** the Ohio Attorney General and the Ohio Division of Financial Institutions their costs in bringing this action.
12. **ORDER** Defendants to pay all court costs.
13. **GRANT** such other relief as the Court deems to be just, equitable and appropriate.

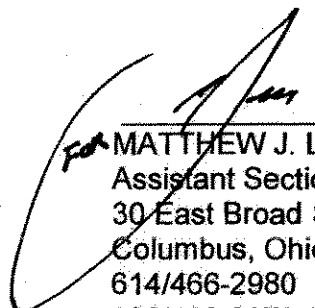
Respectfully submitted,

NANCY H. ROGERS  
ATTORNEY GENERAL OF OHIO



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