

**STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION
DIVISION OF FINANCIAL INSTITUTIONS**



OFFICE OF FINANCIAL REGULATION,)

Petitioner)

vs.)

CHRIS LEGGETT,

Respondent.)

) DOAH Case No. 09-3853
) Admin. Proceeding No. 0594-FI-1/09

FINAL ORDER

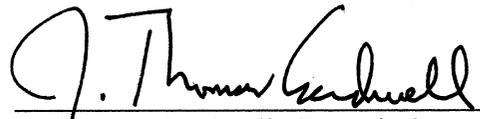
On April 30, 2009, the State of Florida, Office of Financial Regulation (“Office”) issued and served against Chris Leggett (“Respondent” or “Leggett”) an Administrative Complaint with Notice of Rights (“Administrative Complaint”). Respondent timely requested an administrative hearing. The request for a hearing was referred to the Division of Administrative Hearings Agreement (“DOAH”) and was assigned case number 09-3853.

Prior to any administrative hearing on the disputed facts in this matter, on December 18, 2009, the Parties entered into a Stipulation and Consent Agreement (“Agreement”) with respect to the matters in controversy. A copy of the Agreement is attached as Exhibit A. Per the Agreement, on December 21, 2009, an Agreed Motion to Relinquish Jurisdiction was filed with DOAH. On December 22, 2009, the assigned Administrative Law Judge entered an order Closing File and Relinquishing Jurisdiction (“DOAH’s Order”) to the Office to issue this Final Order in accordance with the Agreement. A copy of DOAH’s Order is attached as Exhibit B.

Upon consideration, it is therefore ORDERED:

1. The attached Stipulation and Consent Agreement is APPROVED, ADOPTED, AND INCORPORATED by reference in this FINAL ORDER.
2. The respondent is ORDERED to observe and abide by the terms of the Stipulation and Consent Agreement, which may be enforced by the Office pursuant to Sections 120.69, 655.034 and 655.041, Florida Statutes (2009).

DONE AND ORDERED at Tallahassee, Leon County, Florida this 29th day of December, 2009.


J. Thomas Cardwell, Commissioner
Office of Financial Regulation

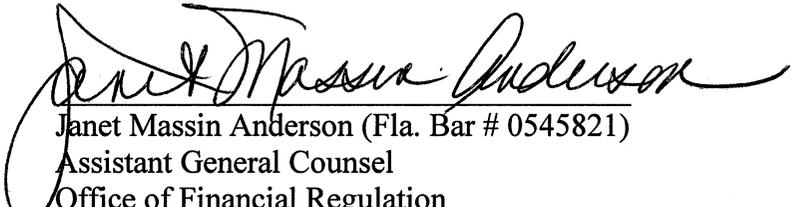
NOTICE OF RIGHTS

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. SUCH PROCEEDINGS ARE COMMENCED BY FILING THE ORIGINAL NOTICE OF APPEAL WITH THE AGENCY CLERK FOR THE OFFICE OF FINANCIAL REGULATION, SUITE 526, THE FLETCHER BUILDING, 200 E. GAINES STREET, TALLAHASSEE, FLORIDA

32399-0379 AND A COPY, ACCOMPANIED BY THE FILING FEES PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, 301 S. MARTIN LUTHER KING, JR. BOULEVARD, TALLAHASSEE, FLORIDA 32399-1850, OR WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES. **THE NOTICE OF APPEAL MUST BE FILED WITHIN 30 DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above FINAL ORDER has been furnished by electronic mail and certified U.S. Mail to Counsel for the Respondent, D. Michael Chesser, Esquire, Chesser & Barr, P.A. 1201 Eglin Parkway, Shalimar, Florida 32579, this 29 day of December 2009.



Janet Massin Anderson (Fla. Bar # 0545821)
Assistant General Counsel
Office of Financial Regulation

200 East Gaines Street
The Fletcher Building, Suite 526
Tallahassee, Florida 32399-0379
(850) 410-9896
(850) 410-9645 (fax)



**STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION
DIVISION OF FINANCIAL INSTITUTIONS**

IN RE:

CHRIS LEGGETT

DOAH Case No.: 09-3853

Admin. Proceeding No. 0594-FI-1/09

Respondent.
_____ /

STIPULATION AND CONSENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Office of Financial Regulation (“Office”) and the Respondent, Chris Leggett (“Respondent” or “Leggett”). The Office and Leggett, (collectively “Parties”), in consideration of the mutual covenants contained herein, hereby enter into this Stipulation and Consent Agreement (“Agreement”) and agree on the last date executed below as follows:

1. The Office is the state agency charged with the administration and enforcement of the Financial Institutions Codes, including Chapters 655 and 657, Florida Statutes, which encompass state-chartered financial institutions including banks, credit unions, their affiliates, subsidiaries, and service corporations, and the rules and regulations promulgated thereunder in Chapter 69U, Florida Administrative Code. The Office has jurisdiction regarding this matter pursuant to Chapters 655 and 657, Florida Statutes.
2. On April 30, 2009, the Office issued and served against the Respondent an Administrative Complaint with Notice of Rights (“Administrative Complaint”)

alleging misconduct by Leggett and seeking remedy per Section 655.037, Florida Statutes.

3. Respondent denied the allegations made against him in the Administrative Complaint and requested an Administrative Hearing. The matter was referred to the Division of Administrative Hearings (“DOAH”) and case number 09-3583 was assigned. The final hearing in this matter is scheduled to take place May 4 and 5, 2010 in Tallahassee, Florida.
4. At all times material as identified in the Administrative Complaint regarding Respondent’s alleged misconduct: (a) First Coast Community Credit Union (“FCCCU” or “Credit Union”) was a state-chartered credit union, charter number 671, with its principal place of business at 306 South Palm Avenue, Palatka, Florida 32177; and (b) Respondent was CEO of the FCCCU, a position that is both an officer and an employee of the Credit Union, making him a financial institution-affiliated party as that term is defined in Section 655.005(1)(i), Florida Statutes.
5. Respondent, as a former officer and employee of FCCCU, a state-chartered financial institution acknowledges that he is subject to the Office’s authority and jurisdiction to initiate and maintain removal and prohibition proceedings against him. § 655.037, Fla. Stat.
6. The Office is of the opinion that grounds exist to maintain administrative proceedings against Respondent pursuant to Section 655.037(1), Florida Statutes. However, it is the desire of the Respondent to settle this matter in order to avoid the time and expense of further proceedings and without admitting or denying that

such grounds exist. Therefore, in compromise and settlement of the matters contained herein, Respondent stipulates and agrees to the terms herein in consideration of the Office's forbearance from continuing administrative action.

7. (a) The Parties agree that upon full execution of this Agreement, this Agreement shall constitute a voluntary notice of withdrawal of Respondent's petition for formal hearing in DOAH Case Number 09-3583. Furthermore, Respondent and Petitioner agree to file an Agreed Motion to Relinquish Jurisdiction, pursuant to Rule 28-106.204, Florida Administrative Code, and to the entry of a Final Order incorporating this Agreement.

(b) Within thirty (30) days after the entry of an Order Relinquishing Jurisdiction by the Administrative Law Judge, the Office's Final Order adopting this Agreement, subject to the Commissioner's approval, will be entered.

(c) The Office's Final Order shall not make any findings that the Respondent committed the acts alleged in the Administrative Complaint, nor any findings that the allegations contained in the Administrative Complaint constitute fraud, dishonest dealing, or any other act of moral turpitude.

8. The Respondent represents that he is presently serving as a financial institution affiliated party for one or more Florida financial institutions, affiliates, subsidiaries or service corporations as those terms are defined in Section 655.005, Florida Statutes, and will voluntarily resign from any and all such positions within ten days after the execution of this Agreement.

9. (a) Respondent agrees that he will not serve as a financial institution affiliated party for any Florida financial institution, subsidiary, affiliate, or service

corporation without prior written approval of the Office for a period of five (5) years commencing from the date of the Office's Final Order adopting this Agreement.

(b) Respondent agrees that he will not participate in the affairs of any Florida financial institution, subsidiary, affiliate, or service corporation without prior written approval of the Office for a period of five (5) years commencing from the date of the Office's Final Order adopting this Agreement. Agreeing not to participate in the affairs of a Florida Financial Institution means that:

- (1) The Respondent shall not vote any stock he owns or controls in any Florida state financial institution, subsidiary, or service corporation, without prior written permission of the Office;
- (2) The Respondent shall not solicit, procure, vote, or attempt to vote any proxy, consent, or authorization with respect to any voting rights in any Florida state financial institution, subsidiary, or service corporation; and
- (3) The Respondent shall not solicit or procure additional stock in any other Florida state financial institution, subsidiary, or service corporation.

(c) Respondent agrees that he will not petition the Office for modification or termination of the Final Order or this Agreement.

10. Respondent consents to the issuance by the Office of a Final Order that incorporates the terms of this Agreement. Respondent understands and agrees that this Agreement is subject to the final approval of the Commissioner of the

Office of Financial Regulation and entry of the Final Order adopting same. In the event that the Final Order is not entered, this Agreement shall be null and void.

11. By Respondent's consent to the entry of the Final Order with respect to this proceeding, Respondent knowingly and voluntarily waives:
 - a. any right to an administrative hearing under Chapter 120, Florida Statutes;
 - b. any requirements that the Office's Final Order contain separately stated Findings of Fact and Conclusions of Law or a Notice of Rights;
 - c. any right to issuance of a Recommended Order by an Administrative Law Judge from the Department of Administrative Hearings or a Hearing Officer from the Office; and
 - d. any and all rights to object to or challenge any term, condition, obligation or duty expressly created by the Final Order in any judicial proceeding, including, but not limited to, an appeal pursuant to Section 120.68, Florida Statutes.
12. Upon full execution of this Agreement, Respondent waives and releases the Office's agents and representatives, and employees from any and all causes of action that Respondent may have arising from or relating to the subject matter hereof. The Office agrees to accept this release on behalf of itself, its agents, representatives, and employees without acknowledging and expressly denying that any such cause or causes of action may exist.
13. This Agreement is being entered into without prejudice to the rights of the Office to take any future action against the Respondent as the Office deems necessary

and appropriate to insure compliance with the terms of this Agreement and the Order, any other order entered against the Respondent, or to prevent any violation of laws, regulations, or rules relating to financial institution affiliated parties.

14. Respondent acknowledges, concurs, and stipulates that Respondent's failure to comply with any of the terms, obligations and conditions of this Agreement, and the Final Order adopting it, is a violation of a written agreement and the Final Order entered pursuant to Chapters 120, 655 and 657, Florida Statutes. Such non-compliance may result in the issuance of an Emergency Cease and Desist Order and/or a complaint seeking civil money penalties pursuant to Section 655.041, Florida Statutes. However, nothing herein shall be construed to limit Respondent's right to contest any finding or determination of non-compliance.
15. Each Party herein shall be solely responsible for its attorneys' fees and costs incurred up to and including entry of the Final order in this matter.
16. Respondent agrees that if any provision of the Agreement or the application thereof to any person or circumstance is invalid, the invalidity shall not affect other provisions of the Agreement or the Final Order adopting it, which shall be given effect without the invalid provision(s), and to this end, the provisions of this Agreement are severable. This Agreement shall be interpreted and governed by the laws of the State of Florida and, if applicable, the United States of America.
17. Respondent acknowledges that he has been advised by independent legal counsel, has an opportunity to consult with counsel as to Respondent's rights and obligations prior to signing this Agreement, and that Respondent is acting freely and voluntarily, intending to be bound by the Agreement and Order.

WHEREFORE, the undersigned parties and their attorneys acknowledge and agree to the terms and conditions of the foregoing Agreement; subject to the approval of the Commissioner of the Office of Financial Regulation, by written consent on the last date executed below.

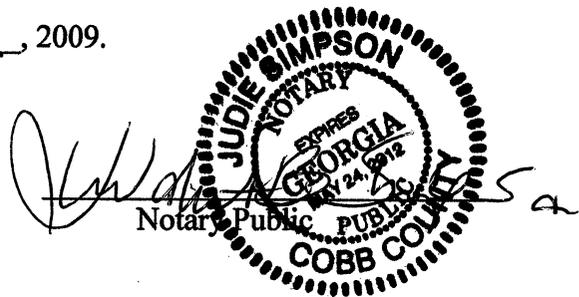
BY: CHRIS LEGGETT

By: 
Signature

12-14-09
Date

State of Georgia
County of Cobb

Before me, the undersigned notary public, personally appeared Chris Leggett, who upon being duly sworn, states that he has read and understands the foregoing Stipulation and voluntarily signed same. Sworn to and subscribed before me this 14th day of Dec., 2009.



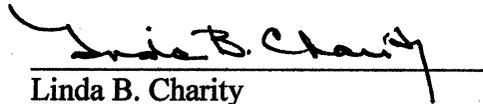
Personally known OR Produced Identification _____
Type of Identification produced _____

BY:

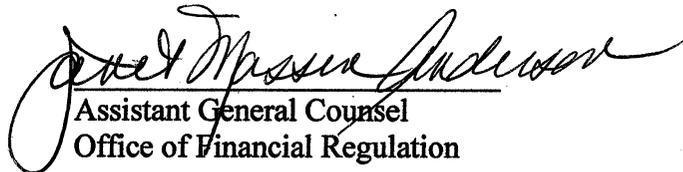

D. Michael Chesser, Attorney for Mr. Leggett

Dec. 16, 2009
Date

BY: OFFICE OF FINANCIAL REGULATION,
DIVISION OF FINANCIAL INSTITUTIONS


Linda B. Charity
Director, Division of Financial Institutions

12/18/2009
Date


Assistant General Counsel
Office of Financial Regulation

12/18/09
Date

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS



OFFICE OF FINANCIAL REGULATION,)
)
Petitioner,)
)
vs.) Case No. 09-3583
)
CHRIS LEGGETT,)
)
Respondent.)
_____)

ORDER CLOSING FILE

This cause having come before the undersigned on an Agreed Motion to Relinquish Jurisdiction filed on December 21, 2009, see Section 120.57(4), Florida Statutes, and the undersigned being fully advised, it is, therefore,

ORDERED that:

1. The motion is granted.
2. The final hearing in this cause scheduled for May 4 and 5, 2010, is canceled.
3. The file of the Division of Administrative Hearings is closed with leave for either party to request the Division to re-open the case, should the settlement be disapproved by the Office of Financial Regulation. See Section 120.569(2)(a), Florida Statutes.

DONE AND ORDERED this 22nd day of December, 2009, in Tallahassee, Leon County, Florida.

Diane Cleavinger

DIANE CLEAVINGER
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(850) 488-9675
Fax Filing (850) 921-6847
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 22nd day of December, 2009.

COPIES FURNISHED:

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