

UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Washington, D.C.

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**In the Matter of:**

**LARRY G. MILLER,**

**Respondent.**

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**DOCKET NO. 07-3424-DB(R)**

**DEBARRING OFFICIAL'S AMENDED DETERMINATION**

**INTRODUCTION**

In the Debarring Official's Determination dated December 28, 2007, Respondent LARRY G. MILLER was debarred for seven years and ordered to pay a putatively outstanding penalty of \$6500.00 assessed against his company, Legacy Mortgage Financial Services (LMFS), as agreed to by Respondent in a Settlement Agreement he entered into with HUD dated October 5, 2004. Timely payment of the putative \$6500.00 penalty was made a condition of HUD's termination of the debarment at the end of the seven-year period. Additionally, the December 28, 2007, Determination included a condition allowing Respondent to seek reconsideration of that Determination, provided Respondent timely paid the putative penalty and provide evidence of his present responsibility at the time his request for consideration is filed.

Subsequent to the issuance of the December 28, 2007, Determination, the Debarring Official was provided with evidence which established that Respondent, prior to the issuance of that Determination, indeed had paid the \$6500.00 penalty assessed against LMFS as he had agreed to in the October 5, 2004, Settlement Agreement.

Accordingly, the December 28, 2007, Determination is amended as follows:

**Amendments to the December 28, 2007, Determination**

(i) In the Summary on page 2, the proviso with respect to Respondent's payment of "the outstanding penalty of \$6500.00 assessed against his company, LMFS," is deleted.

(ii) In the Findings of Fact on page 6, in Finding # 7, the statement "but the penalty payable by his company, LMFS, is still unpaid," is incorrect, for the reasons set forth above, and is deleted.

(iii) In the Determination on page 8, the language beginning “with the condition the Respondent pay the penalty of \$6500.00 assessed against LMFS as agreed to by him in the Settlement Agreement dated October 5, 2004, within 60 days of the date of this Determination. The debarment will not be lifted unless and until Respondent pays the penalty within 60 days of the date of this Determination and provides evidence thereof to the Debarring Official” is deleted. In the sentence immediately following the language cited here that now is deleted, the clause “the \$6500.00 penalty is paid timely and” also is deleted.

Based on the revisions and deletions set forth above, the Determination on page 8, as amended, now would read as follows:

#### DETERMINATION

Based on the foregoing, including the amended Findings of Fact, Conclusions, and the Administrative record, I find that sufficient reason exists to modify Respondent’s term of debarment. Accordingly, I have decided to modify Respondent’s indefinite debarment to a term of seven years from October 5, 2004, the date of imposition of his indefinite debarment. Respondent may seek reconsideration of this Amended Determination provided Respondent provides evidence of his present responsibility at the time his request for reconsideration is filed.

Dated: \_\_\_\_\_

15 May 2008

Henry S. Czauski

Henry S. Czauski  
Debarring Official