

1 State of New Hampshire Banking Department

2 In re the Matter of: ) Case No.: 07-095  
 )  
 3 State of New Hampshire Banking ) Order to Show Cause  
 )  
 4 Department, )  
 ) Consent Order  
 5 Petitioner, )  
 )  
 6 and )  
 )  
 7 Courier Mortgage, LLC, )  
 )  
 8 Respondent )  
 )

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10 CONSENT ORDER

11 I. The New Hampshire Banking Department (hereinafter referred to as "the  
12 Department") and Courier Mortgage, LLC (hereinafter Respondent), do  
hereby enter this Agreement and stipulate to the following:

- 13 1. The Respondent is licensed to conduct mortgage brokering activity  
14 by the Department pursuant to RSA 397-A:3.
- 15 2. The Respondents' primary business is located at 89 South Mast Rd.  
16 Goffstown, NH.
- 17 3. The Department conducted an examination of Respondent and  
18 subsequently invoiced Respondent for that exam on October 27,  
19 2006.
- 20 4. Said examination bill remained unpaid until at least April 4,  
21 2007.
- 22 5. The Respondent was served with suit which required written  
23 notification to the Department within five business days pursuant  
24 to BAN Code 2407.01. The Respondent never notified the Department  
of the suit.
- 25 6. The Respondent admits having engaged in activity which it now  
knows was impermissible, argues such violations were negligently

1 and not knowingly committed, and wishes to settle this matter  
2 with the Department.

3  
4 II. For purposes of amicably resolving and closing the above-referenced  
5 matters the Respondent agrees to the following terms and conditions and the  
6 Department accepts the same:

- 7 1. The Respondent agrees that it has voluntarily entered into this  
8 Agreement without reliance upon any discussions between the  
9 Department and Respondent, without promise of a benefit of any kind  
10 (other than concessions contained in this Agreement), and without  
11 threats, force, intimidation, or coercion of any kind. The  
12 Respondent further acknowledges its understanding of the nature of  
13 the offenses stated above, including the penalties provided by law.
- 14 2. The Respondent agrees to waive any and all rights to a hearing and  
15 appeal thereof.
- 16 3. The Respondent agrees that it will not deny the factual basis for  
17 this Agreement to which it has stipulated above and will not give  
18 conflicting statements about such facts or its involvement in the  
19 stipulated facts.
- 20 4. The Respondent agrees that all terms of this Agreement are  
21 contractual and none is a mere recital.
- 22 5. The Respondents will pay a fine for violation of the Chapter and  
23 Rules in the amount of \$2,000.00 within thirty days of the execution  
24 of this agreement.
- 25 6. The Respondent acknowledges that failure to make payment as agreed  
above or further violations of law will result in license action and  
additional administrative fines.
7. Each person who signs this Consent Order in a representative  
capacity warrants that his or her execution of this Consent Order is  
duly authorized, executed, and delivered by and for the entity for  
which he signs.

24 This Agreement represents the complete and final resolution of, and discharge  
25 of any basis for any civil or administrative proceeding by the Department  
against the Respondent for violations arising as a result of or in connection  
with any actions or omissions by the Respondent through the date of this

1 Order as it applies to the allegation of the above captioned cause; provided,  
2 however, this release does not apply to facts not known by the Department or  
3 not otherwise provided by the Respondent to the Department as of the date of  
4 this Order. This agreement does not preclude any consumer from filing a claim  
5 pursuant to RSA 383:10-d. The Department expressly reserves its right to  
6 pursue any administrative or civil action or remedy available to it should  
7 the Respondent breach this Agreement or in the future violate the Act or  
8 rules and orders promulgated thereunder.

9 **WHEREFORE**, based on the foregoing, we have set our hands to this Agreement,  
10 with it taking effect upon the signature of Peter C. Hildreth, Bank  
11 Commissioner.

12 Recommended this 1st day of August, 2007 by

13 \_\_\_\_\_  
14 /s/  
15 James Shepard, Staff Attorney, Banking Department

16 Executed this 23rd day of July, 2007.

17 \_\_\_\_\_  
18 /s/  
19 Courie Gayle, as representative for Respondents

20 STATE OF  
21 COUNTY OF

22 The foregoing instrument was acknowledged before me this 23rd day of  
23 July, 2007, by Courie Gayle of the above-named entity, on behalf of the  
24 organization.

25 [ed: signature was properly notarized]

Notary Public / Justice of the Peace

My Commission Expires:

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FINDING THE ABOVE CONSENT ORDER AND THE AGREEMENTS CONTAINED THEREIN TO BE IN  
THE PUBLIC INTEREST IT IS;

SO ORDERED

this 2nd day of August, 2007.

        /s/          
Peter C. Hildreth,  
Bank Commissioner