

1 State of New Hampshire Banking Department

2 In re the Matter of: ) Case No.: 07-166  
 )  
 3 State of New Hampshire Banking ) Order to Show Cause  
 )  
 4 Department, )  
 ) Consent Order  
 5 Petitioner, )  
 )  
 6 and )  
 )  
 7 Lightning Financial LLC, )  
 )  
 8 Respondent )  
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9  
10 CONSENT ORDER

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

- 13 1. The Respondent was licensed to conduct mortgage brokering activity  
14 by the Department pursuant to RSA 397-A:3.
- 15 2. The Department conducted an examination of Respondent and  
16 subsequently invoiced Respondent for that exam in January 2007.  
17 Said examination bill remains unpaid to date.
- 18 3. The Department invoiced Respondent for the late submission of an  
19 annual report in February 2007. Said invoice remains unpaid to  
20 date.
- 21 4. The Respondent started surrendering their license but failed to  
22 make certain required consumer disclosures.
- 23 5. The Respondent admits having engaged in activity which it now  
24 knows was impermissible, argues such violations were negligently  
25 and not knowingly committed, and wishes to settle this matter  
with the Department.

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

- 4 1. The Respondent agrees that it has voluntarily entered into this  
5 Agreement without reliance upon any discussions between the  
6 Department and Respondent, without promise of a benefit of any kind  
7 (other than concessions contained in this Agreement), and without  
8 threats, force, intimidation, or coercion of any kind. The  
9 Respondent further acknowledges its understanding of the nature of  
10 the offenses stated above, including the penalties provided by law.
- 11 2. The Respondent agrees to waive any and all rights to a hearing and  
12 appeal thereof.
- 13 3. The Respondent agrees that it will not deny the factual basis for  
14 this Agreement to which it has stipulated above and will not give  
15 conflicting statements about such facts or its involvement in the  
16 stipulated facts.
- 17 4. The Respondent agrees that all terms of this Agreement are  
18 contractual and none is a mere recital.
- 19 5. The Respondent agrees to faithfully complete the surrender process.
- 20 6. The Respondent will pay a fine for violation of the Chapter and  
21 Rules in the amount of \$5000.00. The Department agrees to suspend  
22 \$3,500.00 of said fine if payments are made as agreed below.
- 23 7. The Respondent will pay all invoices currently due, totaling  
24 \$2,335.00, via the payment schedule below.
- 25 8. Said amounts are to be paid as follows: \$1,000.00 due September 1,  
2007; \$1,000.00 due October 1, 2007; \$1,000.00 due November 1, 2007;  
\$835.00 due December 1, 2007.
9. The Respondent acknowledges that failure to make payment as agreed  
above or further violations of law will result in imposition of the  
suspended fine without notice or hearing, license action and  
additional administrative fines.
10. 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.



