

1 State of New Hampshire Banking Department

2 In re the Matter of:) Case No.: 08-379
))
3 State of New Hampshire Banking)
) Order to Show Cause with Immediate
4 Department,) Suspension and Cease and Desist Order
))
5 Petitioner,)
))
6 and)
) Consent Order (as to remaining
7 Carteret Mortgage Corporation, Eric) Respondents Carteret Mortgage
) Corporation, Eric E. Weinstein,
8 E. Weinstein, Albert L. Elder,) Albert L. Elder and Stephen Bianco)
))
9 Jessica Harrington, and Stephen)
))
10 Bianco,)
))
11 Respondents)
))

12
13 CONSENT ORDER

14 I. For purposes of settling the above-referenced matter, the New
15 Hampshire Banking Department (hereinafter referred to as "the
16 Department") and remaining Respondents Carteret Mortgage Corporation,
17 ("Respondent Carteret Mortgage") Eric E. Weinstein ("Respondent
18 Weinstein"), Albert L. Elder ("Respondent Elder") and Stephen Bianco
19 ("Respondent Bianco") (hereinafter collectively referred to as
20 "Respondents") do hereby enter this Agreement and stipulate to the
21 following:

- 22 1. The term "this action" shall refer to the Department's September
23 25, 2008 Staff Petition.
- 24 2. Respondent Carteret Mortgage was licensed as a Mortgage Banker
25 with the Department since at least 2000.

1 3. Respondent Weinstein was at all relevant times a principal of
2 Respondent Carteret Mortgage, as that term is defined in RSA
3 397-A.

4 4. Respondent Elder was at all relevant times a principal of
5 Respondent Carteret Mortgage, as that term is defined in RSA
6 397-A.

7 5. Respondent Bianco was at all relevant times, since August of
8 2002, the Branch Manager for the Keene, New Hampshire branch
9 office of Respondent Carteret Mortgage.

10 6. Due to reliable information received by the Department,
11 Respondent Bianco was not directly involved in the allegations
12 in this action.

13 7. The above named Respondents further maintain that no consumer
14 was harmed by Respondent Carteret Mortgage's closure and thus,
15 no monies are due any such consumers.

16 II. For purposes of amicably resolving and closing the above-referenced
17 matter, the above named Respondents agree to the following terms and
18 conditions and the Department accepts the same:

19 1. The above named Respondents agree that they have voluntarily
20 entered into this Consent Order without reliance upon any
21 discussions between the Department and Respondents, without promise
22 of a benefit of any kind (other than concessions contained in this
23 Consent Order), and without threats, force, intimidation, or
24 coercion of any kind. Respondents further acknowledge their
25 understanding of the nature of the offenses alleged in the

1 September 25, 2008 Staff Petition, including the penalties provided
2 by law.

3 2. Respondents agree to waive any and all rights to a hearing and
4 appeal regarding the allegations set forth in the September 25,
5 2008 Staff Petition.

6 3. Respondents agree that all terms of this Consent Order are
7 contractual and none is a mere recital.

8 4. Respondent Carteret Mortgage represents and warrants that it has
9 all the necessary rights, powers and ability to carry out all of
10 the terms of this Consent Order which are applicable to Respondent
11 Carteret Mortgage.

12 5. Respondent Weinstein represents and warrants that he has all the
13 necessary rights, powers and ability to carry out all of the terms
14 of this Consent Order which are applicable to Respondent Weinstein.

15 6. Respondent Elder represents and warrants that he has all the
16 necessary rights, powers and ability to carry out all of the terms
17 of this Consent Order which are applicable to Respondent Elder.

18 7. Respondents agree that Respondent Bianco shall be dismissed from
19 the September 25, 2008 Staff Petition and Order to Show Cause of
20 the same date.

21 8. Remaining Respondents represent and warrant that they can
22 accomplish the full relief contemplated and required herein and
23 that all parents, subsidiaries, affiliates, and successors
24 necessary to effectuate the full relief contemplated by this
25 Consent Order are parties to this Consent Order.

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- 9. Remaining Respondents represent and warrant that they have obtained all third-party approvals necessary to comply with the Consent Order.
- 10. Remaining Respondents acknowledge that the Department is relying upon the representations and warranties of remaining Respondents, stated herein, in making its determination in this matter.
- 11. The remaining Respondents agree they are jointly and severally subject to potential administrative penalties of \$175,000 as a result of the allegations stated in the September 25, 2008 Staff Petition.
- 12. The Department agrees to accept monies in lieu thereof in the amount of \$9,000.00 in penalties from Respondent Weinstein, which shall be paid contemporaneously with the execution of this Consent Order.
- 13. The remaining Respondents agree that Respondent Carteret Mortgage's Department license shall be hereby revoked.
- 14. The provisions of this Consent Order shall not limit, estop, or otherwise prevent the Department, or any federal or state agency or department, from taking any other action affecting the remaining Respondents.
- 15. Failure to comply with the terms of this Consent Order as related to the underlying Cease and Desist Order shall result in imposition of further administrative penalties and possible criminal liability.

1 16. This Consent Order shall become effective immediately upon the date
2 of its issuance.

3 17. The provisions of this Consent Order shall remain effective and
4 enforceable except to the extent that, and until such time as, any
5 provisions of this Consent Order shall have been modified,
6 terminated, suspended, or set aside by the Bank Commissioner or
7 upon an order of a court of competent jurisdiction.

8 This Consent Order represents the resolution of and discharge of any basis
9 for any civil or administrative proceeding by the Department against the
10 above named Respondents for violations arising as a result of or in
11 connection with any actions or omissions by the above named Respondents
12 through the date of this Consent Order as it applies to the allegations in
13 this action; provided, however, this release does not apply to facts not
14 known by the Department or not otherwise provided by the above named
15 Respondents to the Department as of the date of this Consent Order nor to
16 actions for restitution under RSA 383:10-d, or any possible actions related
17 to the examination just completed. Such facts would include, but not be
18 limited to, any consumer harm from the actions of the above named
19 Respondents. The Department expressly reserves its right to pursue any
20 administrative, civil or criminal action or remedy available to it should
21 the above named Respondents breach this Consent Order or in the future
22 violate the Act or rules and orders promulgated thereunder.

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

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5 Recommended this 27th day of March, 2009 by

6 _____
/s/

7 Maryam Torben Desfosses, Hearings Examiner, Banking Department

8 Executed this 26th day of March, 2009 by

9 _____
/s/

10 Frank Spinella, Esq., as legal representative for Respondents Eric E.
11 Weinstein, Albert L. Elder, and Stephen Bianco

12 _____
/s/

13 Frank Spinella, Esq., who hereby has signing authority for Respondent
14 Carteret Mortgage Corporation

15
16 **SO ORDERED,**

17 Entered this 27th day of March, 2009.

18 _____
/s/

19 Peter C. Hildreth,
20 Bank Commissioner