

1 State of New Hampshire Banking Department

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3 In re the Matter of: ) Case No.: 06-184  
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 4 State of New Hampshire Banking ) Consent Order  
 )  
 5 Department, )  
 )  
 6 Petitioner, )  
 )  
 7 and )  
 )  
 8 Frank Coffey, )  
 )  
 9 Respondent (s) )  
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12 CONSENT ORDER

13 I. For purposes of settling the above-referenced matter, among other  
14 things, the New Hampshire Banking Department (hereinafter referred to  
15 as "the Department") and Respondents, do hereby enter this Agreement  
and stipulate to the following:

- 16 1. The Respondent is licensed to conduct sales finance activity by  
the Department pursuant to RSA 361-A:2.
- 17 2. The Respondents' primary business is located at 293 Elm St.  
18 Milford, NH.
- 19 3. The Department began an examination of Respondent entity on  
20 October 17, 2006. The examination fees were invoiced to  
21 Respondent pursuant to RSA 361-A:6-a.
- 22 4. The Respondent failed to pay the examination fee in a timely  
23 matter and further failed to pay the fee until formal process had  
24 issued.

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 will pay the overdue examination bill of \$1,186.13 by  
20 April 15<sup>th</sup> and acknowledges that he will not receive his 2007 license  
21 until such bill is paid.
- 22 6. The Respondent agrees it must pay an administrative penalty of  
23 \$2,500.00 for failure to abide by the Chapter.
- 24 7. The Department agrees to hold said fine in abeyance for 24 months as  
25 long as all fees assessed by the Department are paid in a timely  
manner from hence forward. As long as any assessed fees are paid in  
a timely manner the \$2,500.00 fine from paragraph 6 will be  
dismissed.
8. The Department agrees to take no further action regarding this  
violation and agrees not to seek revocation for this violation.
9. 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.
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.

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This Agreement represents the complete and final resolution of, and discharge 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 Order; provided, however, this release does not apply to facts not known by the Department or not otherwise provided by the Respondent to the Department as of the date of this Order nor does it prohibit the Department from taking action as a result of any Examinations currently ongoing. The Department expressly reserves its right to pursue any administrative or civil action or remedy available to it should the Respondent breach this Agreement or in the future violate the Act or rules and orders promulgated thereunder. Nothing in this Agreement, absent default, will preclude the Respondent's retention of his sales finance license in New Hampshire.

