State of New Hampshire Banking Department

3	In re the Matter of:)	Case No.: 07-078
)	
4	State of New Hampshire Banking)	Consent Order
)	
5	Department,)	
)	
6	Petitioner,)	*Applies to Respondent
)	Dana Smith only
7	and)	-
)	
8	Dana Capital Group, Inc., Dana Smith,	ý	
-		ý	
9	and Amanda Smith,	Ś	
		, ,	
10	Persondenta	,	
T0	Respondents		

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CONSENT AGREEMENT

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

Respondent Dana Capital Group Inc. (hereinafter "Respondent Dana") was licensed to conduct mortgage banking in New Hampshire by the Department at the time this action was initiated.

2. During the times relevant to this cause Respondent D. Smith was an owner and the President of Respondent Dana.

3. The Department alleges Respondents committed various violations of Chapter 397-A and issued an Order to Show Cause why Respondent Dana's license should not be revoked and why all Respondents should not be ordered to pay fines.

4. Respondents were properly served with the Order and a Notice of Hearing in this case.

1		5. All Respondents were issued default judgments on May 22, 2007.
2		6. Respondent D. Smith moved to strike the default judgment against
3		himself personally and currently has a hearing scheduled for
4		September 6, 2007.
5		7. Respondent D. Smith does not admit that he committed any
6		violation of New Hampshire Banking Laws or Regulations but wishes
7		to avoid further formal process.
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0	II. Fo	or purposes of amicably resolving and closing the above-referenced
9	matters	Respondent Smith agrees to the following terms and conditions and the
10	Departme	ent accepts the same:
11	1.	Respondent D. Smith agrees that he has voluntarily entered into this
12		Agreement without reliance upon any discussions between the Department and Respondent D. Smith, without promise of a benefit of
13		any kind (other than concessions contained in this Agreement), and
10		without threats, force, intimidation, or coercion of any kind.
14		Respondent D. Smith further acknowledges his understanding of the
15		nature of the offenses stated above, including the penalties
16		provided by law.
1 0	2.	Respondent D. Smith agrees to waive any and all rights to a hearing and appeal thereof.
17	3.	Respondent D. Smith agrees that he will not deny the factual basis
18		for this Agreement to which he has stipulated above and will not
19		give conflicting statements about such facts or his involvement in
20		the stipulated facts.
20	4.	Respondent D. Smith agrees that all terms of this Agreement are
21		contractual and none is a mere recital.
22	5.	Respondent Smith agrees to pay an administrative penalty of \$5,000.00.
23	6.	Respondent D. Smith does not object to the possible removal of
		Amanda Smith from this action.
24	7.	Respondent D. Smith shall not be involved in any New Hampshire
25		mortgage business for a period of three years from the signing of
		this agreement.

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2	This Agreement represents the complete and final resolution of, and discharge
3	of any basis for any civil or administrative proceeding by the Department against the Respondents for violations arising as a result of or in
5	connection with any actions or omissions by the Respondents through the date
4	of this Order as it applies to the above captioned cause; provided, however,
5	this release does not apply to facts not known by the Department or not
6	otherwise provided by the Respondents to the Department as of the date of this Order nor to actions for Restitution under RSA 383:10-d. The Department
7	expressly reserves its right to pursue any administrative or civil action or
8	remedy available to it should the Respondents breach this Agreement or in the future violate the Act or rules and orders promulgated thereunder.
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10	WHEREFORE, based on the foregoing, we have set our hands to this Agreement, with it taking effect upon the signature of Peter C. Hildreth, Bank
11	Commissioner.
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10	Recommended this <u>20th</u> day of <u>August</u> , 2007 by
13	/ <i>S</i> /
14	James Shepard, Staff Attorney, Banking Department
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16	Executed this <u>17th</u> day of <u>August</u> , 2007.
17	///
18	Dana Smith
19	SO ORDERED,
20	Entered this <u>20th</u> day of <u>August</u> , 2007.
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22	/5/
	Peter C. Hildreth, Bank Commissioner
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