

1 State of New Hampshire Banking Department

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3 In re the Matter of: ) Case No.: 07-183  
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 4 State of New Hampshire Banking )  
 ) Cease and Desist Order  
 5 Department, )  
 )  
 6 and ) Consent Order  
 )  
 7 Greenfield Financial Group Inc, )  
 )  
 8 Daniel Rosenfield and Paul )  
 )  
 9 Greenblatt, )  
 )  
 10 Respondent (s) )  
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11  
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 Greenfield Financial Group Inc,  
16 Daniel Rosenfield and Paul Greenblatt (hereinafter referred to as  
17 "Respondent Greenfield", "Respondent Rosenfield", and "Respondent  
Greenblatt" respectively or Respondents collectively), do hereby enter  
this Agreement and stipulate to the following:

- 18 1. Respondent Greenfield was never licensed to conduct mortgage  
19 brokering in New Hampshire by the Department.
- 20 2. The Department and Respondents agree that Respondent Greenfield  
21 was subject to licensure as a result of activities conducted by  
22 Respondents and others as alleged in the staff petition of July  
23 18, 2007 in this same cause.
- 24 3. The Respondents acknowledge that only licensed mortgage brokers  
25 and bankers may collect fees for their services pursuant to RSA  
397-A:16.

1           4. The Respondents do not admit that they have committed any  
2           violation of New Hampshire Banking Laws or Regulations but wishes  
3           to avoid further formal process.

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

- 8       1. The Respondents agree that they have voluntarily entered into this  
9       Agreement without reliance upon any discussions between the  
10      Department and Respondents, without promise of a benefit of any kind  
11      (other than concessions contained in this Agreement), and without  
12      threats, force, intimidation, or coercion of any kind. The  
13      Respondents further acknowledge their understanding of the nature of  
14      the offenses stated above, including the penalties provided by law.
- 15      2. The Respondents agree to waive any and all rights to a hearing and  
16      appeal thereof.
- 17      3. The Respondents agree that they will not deny the factual basis for  
18      this Agreement to which they have stipulated above and will not give  
19      conflicting statements about such facts or their involvement in the  
20      stipulated facts.
- 21      4. The Respondents agree that all terms of this Agreement are  
22      contractual and none is a mere recital.
- 23      5. The Respondents agree they are subject to an administrative penalty  
24      of \$5,000.00.
- 25      6. The Department agrees to waive the penalty on receipt of Respondents  
       compliance with its further agreements herein.
7. Respondents consent to having the Cease and Desist Order being made  
       permanent against Greenfield Financial Group Inc.
8. Respondents shall repay directly to consumers all fees or  
       commissions collected from New Hampshire consumers for any loans  
       closed by Respondents while acting in an unlicensed capacity said  
       payments to be made within 60 days of this agreement's execution by  
       the Commissioner. Such fees collectively total \$7,501.00.
9. Respondents shall provide an accounting of said payments to the  
       Department to include cancelled checks by the 75<sup>th</sup> day.

1 10. Respondents acknowledge they are jointly and severally liable for  
2 all payments and fines referenced herein.

3 11. The Respondents acknowledge that failure to make payment as agreed  
4 above will result in imposition of the suspended fine, further  
administrative fines, and possible criminal liability.

5 This Agreement represents the complete and final resolution of, and discharge  
6 of any basis for any civil or administrative proceeding by the Department  
7 against the Respondents for violations arising as a result of or in  
8 connection with any actions or omissions by the Respondents through the date  
9 of this Order as it applies to unlicensed activity; provided, however, this  
10 release does not apply to facts not known by the Department or not otherwise  
11 provided by the Respondents to the Department as of the date of this Order  
12 nor to actions for Restitution under RSA 383:10-d. The Department expressly  
13 reserves its right to pursue any administrative or civil action or remedy  
14 available to it should the Respondents breach this Agreement or in the future  
15 violate the Act or rules and orders promulgated thereunder.  
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