

1 State of New Hampshire Banking Department

2

3 In re the Matter of:) Case No.: 07-190
)
 4 State of New Hampshire Banking)
) Cease and Desist Order
 5 Department,)
)
 6 and) Consent Order
)
 7 Nu Image Real Estate & Development)
)
 8 Corp and Laurie Ann Waltz,)
)
 9 Respondent(s))
)
 10)
)

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 Nu Image Real Estate & Development
16 Corp and Laurie Ann Waltz (hereinafter referred to as "Respondent Nu
17 Image", and "Respondent Waltz" respectively or Respondents
collectively), do hereby enter this Agreement and stipulate to the
following:

- 18 1. Respondent Nu Image was never licensed to conduct mortgage
19 brokering in New Hampshire by the Department.
- 20 2. The Department and Respondents agree that Respondent Nu Image was
21 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 wish
3 to avoid further formal process.

4
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 each subject to an administrative
24 penalty of \$2,500.00.
- 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 Nu Image Real Estate & Development Corp. Nothing
 herein shall prevent Nu Image from obtaining proper licensure.
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 181 days of this agreement's execution by
 the Commissioner by making checks payable to the consumer(s) and
 delivered to the Department in five equal monthly installments of

1 \$1,101.01 and one final installment of \$1,101.00. Such fees
2 collectively total \$6,606.05.

- 3 9. The Respondents acknowledge that failure to make payment as agreed
4 above or failure to comply with this agreement in any respect will
5 result in imposition of the suspended fine, further administrative
6 fines, and possible criminal liability.

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

18 [REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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.

4 Recommended this 27th day of November, 2007 by

5 _____
6 /S/

7 James Shepard, Staff Attorney, Banking Department

8 Executed this 19th day of November, 2007.

9 _____
10 /S/

11 Laurie Ann Waltz for herself and on behalf of Nu Image Real Estate and
12 Development Corp.

13 **SO ORDERED,**

14 Entered this 27th day of November, 2007.

15 _____
16 /S/

17 Peter C. Hildreth,
18 Bank Commissioner

19 **NOTE: VIOLATION OF A CEASE AND DESIST ORDER IS A CRIMINAL
20 OFFENSE.**