

1 State of New Hampshire Banking Department

2 In re the Matter of:) Case No.: 08-034
)
 3 State of New Hampshire Banking) Order to Show Cause
)
 4 Department,)
) Consent Order
 5 Petitioner,)
)
 6 and)
)
 7 Investment One LLC, and Todd M.)
)
 8 Haggerty,)
)
 9 Respondents

10
11 CONSENT ORDER

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

- 16 1. Respondent Investment One LLC (Investment) was licensed to conduct
17 mortgage brokering in New Hampshire by the Department during
18 2006.
- 19 2. Respondent Todd M. Haggerty (Haggerty) was a principal of
20 Respondent Investment.
- 21 3. The Department and Respondents agree that Respondent Investment
22 was subject to examination and certain reporting requirements as
23 a result of such licensure.
- 24 4. The Respondents admit the allegations of the Staff Petition in
25 this cause.

1 5. The Department acknowledges the recent submission of examination
2 materials that represent a good faith effort to now comply with
3 examination requests.

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5 II. For purposes of amicably resolving and closing the above-referenced
6 matters the Respondents agree 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 \$2,500.00 each as well as a statutory penalty of \$8,450.00 as a
25 result of their admitted violations of the Chapter.
6. The Department agrees to waive \$2,000 of said administrative penalty
 against each Respondent and \$6,500.00 of said statutory penalty on
 receipt of Respondents compliance with its further agreements
 herein.
7. Respondents agree to faithfully complete the examination process.
8. Respondents will pay the remaining \$1,000 administrative penalty
 contemporaneously with this agreement.
9. Respondents will pay the remaining \$1,950.00 statutory penalty for
 late submission of exam materials within 90 days of being invoiced.
10. Respondent will contemporaneous with this agreement pay the
 outstanding exam invoice in the amount of \$500.00.

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

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

16 [REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
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