

1 State of New Hampshire Banking Department

2 In re the Matter of:) Case No.: 08-048
)
 3 State of New Hampshire Banking) Consent Order
)
 4 Department,)
)
 5 Petitioner,)
)
 6 and)
)
 7 Birt and Briggs Mortgage Consultants)
)
 8 LLC, Charles J. Birt and Donna)
)
 9 Briggs,
)
 10 Respondents

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 Birt and Briggs Mortgage
16 Consultants LLC, Charles J. Birt and Donna Briggs (hereinafter referred
17 to as "Respondents"), do hereby enter this Agreement and stipulate to
18 the following:

- 19 1. Respondent Birt and Briggs Mortgage Consultants LLC (licensee) was
20 licensed to conduct mortgage brokering in New Hampshire by the
21 Department during 2006.
- 22 2. Respondent Charles J. Birt (Birt) was a principal of Respondent
23 licensee.
- 24 3. Respondent Donna Briggs (Briggs) was a principal of Respondent
25 licensee.
4. The Department and Respondents agree that Respondent licensee was
subject to examination and certain reporting requirements as a
result of such licensure.

1 5. The Respondents neither admit nor deny the allegations of the
2 Staff Petition in this cause.

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

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

- 9 1. The Respondents agree that they have voluntarily entered into this
10 Agreement without reliance upon any discussions between the
11 Department and Respondents, without promise of a benefit of any kind
12 (other than concessions contained in this Agreement), and without
13 threats, force, intimidation, or coercion of any kind. The
14 Respondents further acknowledge their understanding of the nature of
15 the offenses stated above, including the penalties provided by law.
- 16 2. The Respondents agree to waive any and all rights to a hearing and
17 appeal thereof.
- 18 3. The Respondents agree that they will not deny the factual basis for
19 this Agreement.
- 20 4. The Respondents agree that all terms of this Agreement are
21 contractual and none is a mere recital.
- 22 5. The Respondents agree they are subject to an administrative penalty
23 of \$2,500.00 each as well as a statutory penalty of \$8,850.00 as a
24 result of their admitted violations of the Chapter.
- 25 6. The Department agrees to waive said administrative penalty against
 each Respondent and said statutory penalty as long as Respondents
 are compliant with the further agreements herein contained.
7. Respondents agree to faithfully complete the examination process.
8. Respondent will contemporaneous with this agreement pay the
 outstanding exam invoice in the amount of \$500.00.
9. Respondents Charles J. Birt and Donna Briggs agree not to act as
 principals (as that term is defined in RSA 397-A:1) of any company
 required to be licensed by the Department for a period of five

1 years, except either may serve as senior manager or branch manager
2 of an existing New Hampshire licensee.

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

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

17 [REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

