

1 State of New Hampshire Banking Department

2 In re the Matter of:) Case No.: 08-327
)
 3 State of New Hampshire Banking)
)
 4 Department,) Order to Show Cause
)
 5 Petitioner,)
)
 6 and)
) Consent Order as to all Respondents
 7 Arista Lending Solutions Inc, David)
)
 8 G. Robison, and Heather A. Stanley,)
)
 9 Respondents)
)

11 CONSENT ORDER

12 I. For purposes of amicably settling the above-referenced matter, the New
13 Hampshire Banking Department (hereinafter referred to as "the
14 Department"), Respondent Arista Lending Solutions Inc ("Respondent
15 Arista Lending"), Respondent David G. Robison ("Respondent Robison")
16 and Respondent Heather A. Stanley ("Respondent Stanley") (hereinafter
17 collectively "Respondents" unless otherwise indicated) do hereby
18 stipulate and agree to the following:

- 19 1. The term "this action" shall refer to the Department's April 28,
 20 2009 Staff Petition.
- 21 2. Respondent Arista Lending has been at all relevant times herein a
 22 Mortgage Broker since at least September 20, 2004.
- 23 3. Respondent Robison has been the owner and President of Respondent
 24 Arista Lending since April 30, 2007.
- 25 4. Respondent Stanley has been the owner and Vice-President of

1 Respondent Arista Lending since July 19, 2004.

2 5. Without constituting an admission by Respondents,
3 of any allegations made or implied by this action; and solely
4 for the purpose of settlement of all matters in this action,
5 Respondents stipulate the examination fee of \$3,920.00 has not
6 been paid.

7 6. In light of the fact that Respondent Arista Lending is no longer
8 in business and has not held a New Hampshire Mortgage Broker
9 license since June 30, 2008 and without constituting an
10 admission by Respondents, of any allegations made or implied by
11 this action; and solely for the purpose of settlement of all
12 matters in this action, Respondents stipulate that the Consumer
13 A and Consumer B loan files contained documents that appear to
14 involve employees of Respondent Arista Lending (not the
15 Respondents) attempting to influence appraisers and appraisal
16 numbers and the Consumer B and Consumer C loan files appear to
17 involve employees of Respondent Arista Lending (not the
18 Respondents) attempting to artificially increase Consumer B's
19 and Consumer C's true incomes.

20 7. In consideration of the mutual promises and representations set
21 forth herein, and in further consideration of the Department's
22 reliance upon the substantial accuracy and good faith of the
23 representations and submissions made to it by Respondents, the
24 Department and Respondents intending to be legally bound herein,
25 agree to the terms and conditions below.

1 II. For purposes of amicably resolving and closing the above-referenced
2 matter, each of the above named Respondents and the Department hereby
3 agree to the following terms and conditions:

4 1. Respondents agree that they have voluntarily entered into this
5 Consent Order without reliance upon any discussions between the
6 Department and Respondents, without promise of a benefit of any
7 kind (other than concessions contained in this Consent Order),
8 and without threats, force, intimidation, or coercion of any
9 kind. Respondents further acknowledge their understanding of
10 the nature of the allegations set forth in this action,
11 including the potential penalties provided by law.

12 2. Respondents agree to waive any and all rights to a hearing and
13 appeal regarding the allegations set forth in this action.

14 3. Respondents neither admit nor deny the factual basis for this
15 Consent Order to which they have stipulated above and will not
16 give conflicting statements about such facts or their
17 involvement in the stipulated facts.

18 4. Respondents agree that all terms of this Consent Order are
19 contractual and none is a mere recital.

20 5. Respondent Arista Lending represents and warrants that it has
21 all the necessary rights, powers and ability to carry out all of
22 the terms of this Consent Order which are applicable to
23 Respondent Arista Lending.

24 6. Respondent Robison represents and warrants that he has all the
25 necessary rights, powers and ability to carry out all of the

1 terms of this Consent Order which are applicable to Respondent
2 Robison.

3 7. Respondent Stanley represents and warrants that she has all the
4 necessary rights, powers and ability to carry out all of the
5 terms of this Consent Order which are applicable to Respondent
6 Stanley.

7 8. Respondents each represent and warrant that they can accomplish
8 the full relief contemplated and required herein and that all
9 parents, subsidiaries, affiliates, and successors necessary to
10 effectuate the full relief contemplated by this Consent Order
11 are parties to this Consent Order.

12 9. Respondents represent and warrant that they have obtained all
13 third-party approvals necessary to comply with the Consent
14 Order.

15 10. Respondents acknowledge that the Department is relying upon the
16 representations and warranties of Respondents stated herein, in
17 making its determination in this matter.

18 11. Respondents shall hereby pay the following:

19 a. the outstanding examination fee of \$3,920.00 in eight (8)
20 installments, the first seven (7) in the amount of
21 \$500.00, and the last installment in the amount of
22 \$420.00, with payments beginning on January 15, 2010 and
23 the final payment on August 15, 2010;

24 b. restitution in the amount of \$4,200.00 to Consumer B,
25 which shall be paid contemporaneously with the execution

1 of this Consent Order; and

2 c. restitution in the amount of \$8,727.00 to Consumer C,
3 which shall be paid contemporaneously with the execution
4 of this Consent Order.

5 12. Respondent Arista Lending's mortgage broker license with the
6 Department is hereby revoked.

7 13. Respondent Robison and Respondent Stanley each hereby agree that
8 they are prohibited from applying for a loan originator license
9 with the Department for a period of twenty-four (24) months from
10 the effective date of this Consent Order. Any application to the
11 Department after the twenty-four (24) month period will be
12 considered in light of all the facts known to the Department,
13 including this Consent Order. Further, the Department does not
14 guarantee that a license will be issued on any new application.

15 14. Respondent Robison and Respondent Stanley each hereby agree they
16 are prohibited from conducting any New Hampshire loan activity
17 until such time as they are licensed by the Department as a loan
18 originator.

19 15. Respondent Robison, Respondent Stanley and the Department hereby
20 agree that Respondent Robison and Respondent Stanley may work in
21 the Eliot, Maine branch of their current employer subject to the
22 prohibitions and limitations as set out in Paragraph 16 below.

23 16. Respondent Robison's and Respondent Stanley's job duties
24 (outside of New Hampshire) are hereby limited only to those loan
25 originator duties set forth in RSA 397-A:1,XVII entitled

1 "Originator", which are that an originator "negotiates,
2 solicits, arranges, or finds a mortgage loan". The same duties
3 are set out in the definition of "agent" under RSA 397-A:1,I;
4 however, Respondent Robison and Respondent Stanley shall not
5 represent a mortgage banker or mortgage broker and shall hereby
6 be precluded from any other activities, duties and
7 responsibilities, including, but not limited to, the following,
8 until such time as they are licensed by the Department as a loan
9 originator:

10 a. Respondent Robison and Respondent Stanley cannot assist
11 anyone working for or with their current employer and if
12 co-workers, managers and supervising staff seek
13 Respondents' advice or help, Respondent Robison and
14 Respondent Stanley shall refuse to give such advice or
15 help; and

16 b. Respondent Robison and Respondent Stanley shall be
17 prohibited from assisting with the business development
18 for their current employer. Respondent Robison and
19 Respondent Stanley cannot promote the current employer to
20 prospective referral sources, cannot provide educational
21 materials or brochures, and cannot provide promotional
22 materials; and

23 c. Respondent Robison and Respondent Stanley shall be
24 prohibited from assisting with marketing for their current
25 employer, such prohibition to include but

1 not be limited to designing and creating the content of
2 and aiding in the production of marketing materials; and

3 d. Respondent Robison and Respondent Stanley shall be
4 prohibited from training any and all co-workers,
5 independent contractors and staff of their current
6 employer or otherwise, including but not limited to other
7 loan originators, loan processors and loan underwriters;
8 and

9 e. Respondent Robison and Respondent Stanley shall be
10 prohibited from assisting in or partaking in any loan
11 processing (i.e., assisting with back-office duties) that
12 are not part of their role as a loan originator
13 (negotiating, soliciting, arranging, or finding a mortgage
14 loan); and

15 f. Respondent Robison and Respondent Stanley and any of their
16 profit centers and bank accounts shall be prohibited from
17 obtaining any direct or indirect profit from any New
18 Hampshire loans that are processed through or profited by
19 the Eliot, Maine office of their current employer or any
20 other state that processes or takes New Hampshire loans;
21 and

22 g. Respondent Robison and Respondent Stanley shall be
23 prohibited from acting in any supervisory roles with their
24 current employer and shall not maintain any ownership or
25 control over such current employer, its Eliot, Maine

1 branch, or any other branches.

2 17. Respondents hereby acknowledge that failure to make payment as
3 agreed above may result in civil and/or criminal penalties.

4 18. Respondents hereby acknowledge that failure to comply with the
5 requirements and prohibitions as agreed above may result in
6 civil and/or criminal penalties.

7 19. This Consent Order shall become effective immediately upon the
8 date of its issuance, which is upon the Commissioner's
9 signature).

10 20. The provisions of this Consent Order shall remain effective and
11 enforceable except to the extent that, and until such time as,
12 any provisions of this Consent Order shall have been modified,
13 terminated, suspended, or set aside by the Bank Commissioner or
14 upon an order of a court of competent jurisdiction.

15 III. This Consent Order represents the resolution of and discharge of any
16 basis for any civil or administrative proceeding by the Department
17 against Respondents for violations enumerated in this action only;
18 provided, however, this release does not apply to facts not known by
19 the Department or not otherwise provided by Respondents to the
20 Department as of the date of this Consent Order nor to actions for
21 restitution under RSA 383:10-d (excluding restitution provided herein,
22 or any possible actions related to the examination just completed.
23 Such facts would include, but not be limited to, any consumer harm
24 from Respondents' actions. The Department expressly reserves its right
25 to pursue any administrative, civil or criminal action or remedy

1 available to it should Respondents breach this Consent Order or in the
2 future violate the Act or rules and orders promulgated thereunder.

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4
5 **WHEREFORE**, based on the foregoing, we have set our hands to this Agreement,
6 with it taking effect upon the signature of Peter C. Hildreth, Bank
7 Commissioner.

8
9 Recommended this 20th day of November, 2009 by

10
11 _____
/s/

12 Maryam Torben Desfosses, Hearings Examiner, Banking Department

13
14 Executed this 30th day of November, 2009 by

15
16 _____
/s/

17 Philip L. Pettis, Esq., as legal representative for Respondent Arista
18 Lending Solutions Inc, Respondent David G. Robison and Respondent Heather A.
19 Stanley

20
21 **SO ORDERED,**

22 Entered this 1st day of December, 2009.

23
24 _____
/s/

25 Peter C. Hildreth,
Bank Commissioner