

NEW YORK STATE DEPARTMENT  
OF FINANCIAL SERVICES

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In the Matter of

**At Home Mortgage Corp.**

A Mortgage Broker registered pursuant to Article XII-D  
of the New York Banking Law  
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**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into by and between At Home Mortgage Corp. ("Registrant") and the New York State Department of Financial Services (the "Department" together with the Registrant, collectively defined as the "Settling Parties"), evidencing an agreement between the Settling Parties to resolve, without a hearing, the violation of Section 597 of the New York Banking Law, and Part 410.7(b) of the Superintendent's Regulations.

**I.  
RECITALS**

1. At Home Mortgage Corp. headquartered at 127 Maple Boulevard, Long Beach, NY 11561 3816 is a registered mortgage broker in the State of New York pursuant to Article XII-D of the New York Banking Law ("Banking Law").
2. Pursuant to Section 597 of the Banking Law and Part 410.7(b) of the Superintendent's Regulations, a registrant is required to annually file a report with the Superintendent giving such information as the Superintendent may require concerning the operations of a registrant's business during the preceding calendar year.
3. On January 30, 2015, the Department notified Registrant by mail to complete a Volume of Operations Report ("VOOR") for the calendar year 2014 and submit same no later than April 17, 2015.
4. As a reminder, the Department notified Registrant on April 1, 2015, via the website, that the 2014 VOOR must be submitted no later than April 17, 2015.
5. On April 21, 2015, the Department notified Registrant, by certified mail-returned receipt requested, that: (i) Registrant failed to file the 2014 VOOR in violation of Section 597 of the Banking Law and Part 410.7(b) of the Superintendent's Regulations; (ii) Registrant was directed to file its 2014 VOOR by May 15, 2015, using the enclosed prefiled 2014 VOOR form; (iii) the Department would levy a fine of \$200 for every day after April 17, 2015 that the registrant failed to file a 2014 VOOR; (iv) failure to file by May 15, 2015 would result in a fine of \$500 per day for every day after May 15, 2015, that the registrant failed to submit the 2015 VOOR; and (v) a hearing would be scheduled to determine whether its registration should be revoked.
6. The Department received Registrant's 2014 VOOR on **July 31, 2015**.
7. The Superintendent and the Registrant mutually agree to resolve the aforementioned violation as stipulated below.

**II.  
SETTLEMENT TERMS AND CONDITIONS**

The Registrant is willing to resolve the violation cited herein by entering into this Agreement and freely and voluntarily waives its right to a hearing under Banking Law Sections 44 and 598 on such violations. Therefore, in consideration of the promises and covenants set forth herein, the Settling Parties agree, as follows:

1. Registrant agrees to take all necessary steps to ensure its compliance with all applicable federal and state laws, regulations, and supervisory requirements relating to its mortgage business.

2. Registrant agrees to pay a fine in the amount of **\$1,000** upon the execution of this Agreement.
3. Registrant further agrees that such payment will be made in immediately available funds in accordance with Department payment instructions.

**III.  
MISCELLANEOUS TERMS AND CONDITIONS**

1. At Home Mortgage Corp. acknowledges that its failure to comply with any of the settlement terms and conditions of this Agreement may result in the Department taking action to revoke At Home Mortgage Corp.'s registration to engage in the business of a mortgage broker.
2. At Home Mortgage Corp. acknowledges that entering into this Agreement shall not bar, estop or otherwise prevent the Superintendent or any state, federal or local agency or department or any prosecutorial authority from taking any other action affecting At Home Mortgage Corp., any of its current or former owners, officers, directors, employees, or insiders, or their successors or assigns with respect to the violations cited herein, or any other matter, whether related or not to such violations.
3. This Agreement may not be altered, modified or otherwise changed unless in writing and signed by the Superintendent or his designee.
4. This Agreement shall be enforceable and remain in effect unless stayed or terminated in writing by the Superintendent or his designee.
5. All written communication to the Department regarding this Agreement shall be sent to:

Rholda L. Ricketts  
Deputy Superintendent  
New York State Department of Financial Services  
One State Street  
New York, NY 10004

6. All written communication to the Registrant regarding this Agreement shall be sent to:

Gregg Weisenberg  
President  
At Home Mortgage Corp.  
127 Maple Boulevard  
Long Beach, NY 11561 3816

7. No extension or waiver of the terms of this shall be binding on the Department unless it is in writing and signed by the Superintendent or Deputy Superintendent.
8. The effective date of this Agreement is the date on which it is executed by the Superintendent or Deputy Superintendent.
9. This Agreement is not confidential; therefore, it is available to the public.

WHEREFORE, the Settling Parties hereto have caused this Agreement to be executed:

New York State Department of Financial Services

At Home Mortgage Corp.

by: \_\_\_\_\_  
Rholda L. Ricketts  
Deputy Superintendent

by: \_\_\_\_\_  
Gregg Weisenberg  
President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_