

UNITED STATES OF AMERICA
Before The
OFFICE OF THRIFT SUPERVISION, DEPARTMENT OF THE TREASURY

In the Matter of)	
)	Re: OTS Order No. ATL-93- 9
CHARLES A. RAMOS,)	
)	Date: February 2, 1993
a former institution-)	
affiliated party of)	
First Federal Savings Bank,)	
Santurce, Puerto Rico)	
<hr/>		

STIPULATION AND CONSENT TO ISSUANCE OF
CONSENT ORDER OF PROHIBITION; AND ORDER TO CEASE AND DESIST
DIRECTING AFFIRMATIVE ACTION

This Stipulation and Consent is made by and between the Office of Thrift Supervision ("OTS"), a bureau within the United States Department of the Treasury, and CHARLES A. RAMOS, an individual residing in Boca Raton, Florida. This Stipulation and Consent concerns the issuance by the OTS to CHARLES A. RAMOS of the attached CONSENT ORDER OF PROHIBITION; and ORDER TO CEASE AND DESIST DIRECTING AFFIRMATIVE ACTION (the "Order"). The parties agree as set forth below.

1. Consideration and Release.

(a) The OTS, having conducted formal examination and investigative proceeding no. EAST-91-1 concerning FIRST FEDERAL SAVINGS BANK, Santurce, Puerto Rico ("FIRST FEDERAL"), is of the opinion that the grounds exist to commence an administrative case against CHARLES A. RAMOS for the issuance of final prohibition and restitution orders, pursuant to subsections (e) and (b) of Section 8 of the Federal Deposit Insurance Act ("FDIA") (12 U.S.C.A. §§ 1818(e) and (b)). The OTS has prepared, but not yet issued, a written Notice of Charges against CHARLES A. RAMOS, which sets

forth charges concerning the conduct of CHARLES A. RAMOS relative to: (i) a \$170,000 FIRST FEDERAL loan made in the name of CHARLES A. RAMOS in June 1988 relative to an investment in La Rotisserie, Inc.; (ii) the issuance and sale by Printon Kane Capital Corp. to FIRST FEDERAL of \$2.5 million principal amount of Participating Debentures; and (iii) the obtaining by Cambrian Capital, Inc. from FIRST FEDERAL of various commercial loans totaling \$1 million.

(b) CHARLES A. RAMOS has consulted with his attorneys about the OTS's Notice of Charges that has been made available to them, and he understands the nature of the charges set forth therein. CHARLES A. RAMOS desires to cooperate with the OTS and to avoid the time and expense of the OTS's administrative case, and, for the purposes of this settlement only, without either admitting or denying any liability or the allegations in the Notice of Charges, hereby stipulates and agrees to the terms of this Stipulation and Consent in consideration of the settlement by the OTS of the administrative charges, claims and other matters described in Paragraph 1(c) below.

(c) For good and valuable consideration, the receipt of which is hereby acknowledged, the OTS in all of its capacities on behalf of itself, and its representatives, predecessors, successors and assigns does hereby release and forever discharge CHARLES A. RAMOS from any and all claims, rights, damages, demands or causes of action which OTS has had, now has, or may have, but only to the extent that such claims, rights, damages, demands or causes of action arise from or are based upon matters alleged in the Notice of Charges; provided, however, that nothing in this

Release shall release or discharge CHARLES A. RAMOS from claims, if any, OTS has or may have against any person or entity other than CHARLES A. RAMOS.

2. No Effect on Actions by Other Agencies. This Stipulation and Consent, the Order and the payment by CHARLES A. RAMOS of any monies or providing any other financial relief as contemplated by the Order, does not release, discharge, compromise, settle, dismiss or resolve, or in any way affect any civil actions, charges against, or liability of CHARLES A. RAMOS that arise pursuant to this action or otherwise, and that may be or have been brought by the Resolution Trust Corporation or any other governmental entity other than the OTS.

3. Jurisdiction. It is stipulated and agreed that the OTS is authorized to issue the Order pursuant to 12 U.S.C.A. §§ 1818(b) and 1818(e). CHARLES A. RAMOS, solely for purposes of this settlement, does not contest that the OTS considers him to have been an institution-affiliated party of FIRST FEDERAL, within the meaning of 12 U.S.C.A. § 1813(u).

4. Consent. CHARLES A. RAMOS consents to issuance of the Order. CHARLES A. RAMOS agrees to comply with the terms of the Order, and he stipulates that the Order, which is remedial, complies with all requirements of law.

5. Finality. The Order is issued by the OTS under the authority of Sections 8(e) and 8(b) of the FDIA (12 U.S.C.A. §§ 1818(e), (b)). CHARLES A. RAMOS acknowledges and understands that, upon issuance, the Order will be a final order that is effective and fully enforceable by the OTS under the provisions of

Section 8(i) of the FDIA (12 U.S.C.A. § 1818(i)). Also see 12 U.S.C.A. § 1818(j).

6. Waivers. CHARLES A. RAMOS, following consultation with his counsel, hereby waives the following legal rights:

- (1) the right to be served with a written notice of charges (including a notice of intention to prohibit and a notice of charges) pursuant to 12 U.S.C.A. §§ 1818(b) and (e);
- (2) the right to an administrative adjudicatory hearing of the OTS's charges against him; and
- (3) the right to seek judicial review of the Order, including (but not limited to) any such right provided by Section 8(h) of the FDIA (12 U.S.C.A. § 1818(h)) or otherwise to challenge the validity of the Order.

7. Requests for Termination or Modification of the Order.

After CHARLES A. RAMOS makes full payment of the restitution required by Paragraph 2 of the Order or five (5) years from the effective date of the Order, whichever is later, CHARLES A. RAMOS may make written application to the OTS for termination or modification of the Order. CHARLES A. RAMOS understands that the decision to grant or deny any such application is within the sole discretion of the OTS, and further understands that any such application shall be summarily denied if CHARLES A. RAMOS has failed to comply fully with all requirements and restrictions imposed by the Order.

8. Understanding about Hardship Application. It is understood that the OTS has agreed to the Restitution Amount, as set forth in the Order, based on the OTS's reliance on sworn documents demonstrating financial hardship that have been submitted to the OTS by CHARLES A. RAMOS (the "Hardship Application"). In

the event that any information included in the Hardship Application is found to be false or misleading with respect to any material fact or, in connection with the Hardship Application, CHARLES A. RAMOS shall have omitted to state a material fact concerning any matter addressed in the Hardship Application, then, without limitation on other available remedies, the Restitution Amount, provided for in the Order, shall be increased to \$250,000.

9. Settlement with First Federal Savings Bank. The OTS has no objection to CHARLES A. RAMOS's conditioning his provision of full and willing cooperation to FIRST FEDERAL, in connection with the lawsuit referenced in Paragraph 3 of the Order, upon the execution of an appropriate bilateral release and cooperation agreement between CHARLES A. RAMOS and FIRST FEDERAL. If CHARLES A. RAMOS so conditions his cooperation, then he shall not unreasonably refrain from executing an appropriate release and cooperation agreement. Such an agreement may be substantially in the form attached hereto as Addendum A.

10. Communications.

(a) The OTS and FIRST FEDERAL may send written notices and other communications to CHARLES A. RAMOS care of his counsel at the following law firm:

Loeb and Loeb
230 Park Avenue
New York, New York 10169
Attention: John F. Lang, Esq.

(b) All payments, notices or other communications required or permitted to be sent by CHARLES A. RAMOS to the OTS's Enforcement Counsel shall be sent to:

Steven A. Rosenberg, Esq.
Senior Enforcement Counsel
Office of Thrift Supervision
10 Exchange Place, 17th Floor
Jersey City, New Jersey 07302.

(c) All communications required or permitted to be sent by CHARLES A. RAMOS to the OTS's Regional Director shall be sent to:

Regional Director
Office of Thrift Supervision
1475 Peachtree Street, N.E.
Atlanta, GA 30309.

(d) All payments, notices or other communications, required or permitted to be sent by CHARLES A. RAMOS to FIRST FEDERAL shall be sent to:

First Federal Savings Bank
1519 Ponce de León Ave., Stop 23
Santurce, Puerto Rico 00918-0146
Attention: President

with a copy sent to:

Robert F. Reklaitis, Esq.
Hopkins & Sutter
888 Sixteenth St., N.W.
Washington, D.C. 20006

11. Miscellaneous.

(a) The construction and validity of this Stipulation and Consent and the Order shall be governed by the laws of the United States of America.

(b) All references to the OTS in this Stipulation and Consent and the Order shall also mean any of the OTS's predecessors, successors, and assigns.

(c) In case any provisions in this Stipulation and Consent and/or the Order shall be found by a court of competent

jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) The terms of this Stipulation and Consent and the Order represent the final written agreement of the parties with respect to the subject matters hereof, and constitutes the sole agreement of the parties with respect to such subject matters. The terms of this Stipulation and Consent and the Order may not be amended except by a written document executed by CHARLES A. RAMOS and the OTS, by and through its Director or an appropriate Regional Director.

WHEREFORE, the parties hereto hereby execute this Stipulation and Consent, which shall be effective as of the date of the Order.

OFFICE OF THRIFT SUPERVISION
BY:

/S/

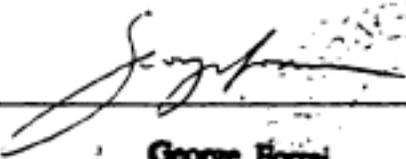
/S/

JOHN E. RYAN
REGIONAL DIRECTOR
SOUTHEAST REGION

CHARLES A. RAMOS

STATE OF _____)
COUNTY OF HONG KONG) SS:

On this 22nd day of December, 1992, before me the subscriber, a Notary Public in and for the aforesaid State, personally appeared CHARLES A. RAMOS the individual who executed the foregoing Stipulation and Consent, and he acknowledged that he did examine and read the same and did sign the foregoing instrument, and that the same is his free act and deed.


George Fozai
Notary Public
Hong Kong

✓

UNITED STATES OF AMERICA
Before The
OFFICE OF THRIFT SUPERVISION, DEPARTMENT OF THE TREASURY

In the Matter of)
CHARLES A. RAMOS,) OTS Order No. ATL-93- 9
a former institution-) Date: February 2, 1993
affiliated party of)
First Federal Savings Bank,)
Santurce, Puerto Rico)

CONSENT ORDER OF PROHIBITION; and
ORDER TO CEASE AND DESIST DIRECTING AFFIRMATIVE ACTION

The Office of Thrift Supervision ("OTS"), a bureau within the United States Department of the Treasury, hereby issues this Order pursuant to subsections (e) and (b) of Section 8 of the Federal Deposit Insurance Act, as amended ("FDIA"), 12 U.S.C.A. §§ 1818(e), (b).

WHEREAS, CHARLES A. RAMOS has executed the attached Stipulation and Consent, which is accepted and approved by the OTS; and

WHEREAS, CHARLES A. RAMOS, by the terms of the Stipulation and Consent, has consented and agreed to the issuance of this Order by the OTS.

NOW THEREFORE, IT IS ORDERED that:

1. Prohibition. CHARLES A. RAMOS, pursuant to 12 U.S.C.A. § 1818(e), is prohibited from participating in any manner in the conduct of the affairs of First Federal Savings Bank, Santurce, Puerto Rico ("FIRST FEDERAL"), and any other insured depository institution, within the meaning of 12 U.S.C.A. § 1813(c)(2), and shall be subject to the prohibitions of 12 U.S.C.A. § 1818(e)(6). This means that, among other things: (i) CHARLES A. RAMOS, except as otherwise provided in 12 U.S.C.A. § 1818(e)(7)(B), shall not hold any office in, or participate in any manner in the conduct of

the affairs of any institution or agency specified in 12 U.S.C.A. § 1818(e)(7), including but not limited to any insured depository institution and any subsidiaries or holding companies thereof; and (ii) CHARLES A. RAMOS shall not solicit, procure, transfer, attempt to transfer, vote, or attempt to vote any proxy, consent, or authorization with respect to any voting rights in any institution described in 12 U.S.C.A. § 1818(e)(7)(A). Without limitation on the foregoing, CHARLES A. RAMOS shall not, directly or indirectly, provide or participate in providing investment advisory, investment banking, securities brokerage, or securities underwriting services to any insured depository institution and any subsidiaries thereof.

2. Financial Affirmative Action.

(a) CHARLES A. RAMOS is ordered, pursuant to 12 U.S.C.A. § 1818(b), to make payment to FIRST FEDERAL of the Restitution Amount, which is an amount equal to the sum of the Initial Payment and the Monthly Payments (as defined below), provided however, that such amount shall not exceed \$50,000, except as provided by Paragraph 8 of the Stipulation and Consent. The Restitution Amount shall be payable in installments consisting of an Initial Payment of \$500, due immediately upon issuance of this Order, and subsequent monthly payments (the "Monthly Payments") in the Monthly Payment Amount that is set forth in Paragraph 2(b) of this Order. CHARLES A. RAMOS shall pay the Monthly Payments through December 2002 or until the total of the Monthly Payments and the Initial Payment equals \$50,000, whichever occurs first.

(b) CHARLES A. RAMOS shall pay the Monthly Payments on the fifteenth (15th) day of each month (the "Payment Dates"),

commencing, on January 15, 1993, with Monthly Payments of Fifty Dollars (\$50.00) each. The Monthly Payment Amount shall be reset on the 15th day of June of each year (the "Reset Date") for the Monthly Payment Amount, based on the Taxable Income of CHARLES A. RAMOS, that is set forth in the table below.

<u>Taxable Income of Charles Ramos</u>	<u>Monthly Payment Amount</u>
Less than \$15,000	\$50.00
\$15,000 to \$25,000	\$100.00
\$25,000.01 to \$35,000	1/12th of 7.5% of Taxable Income
\$35,000.01 to \$50,000	1/12th of 8% of Taxable Income
\$50,000.01 to \$60,000	1/12th of 8.5% of Taxable Income
\$60,000.01 to \$100,000	1/12th of 10% of Taxable Income
<u>More than \$100,000</u>	<u>1/12th of 15% of Taxable Income</u>

For purposes of this Order and the above table, Taxable Income has the meaning set forth in the U.S. Internal Revenue Code (and regulations thereunder), and for purposes of the above table is the amount of Taxable Income required to be reported by CHARLES A. RAMOS (and his spouse if filing a joint return) on his/their U.S. Individual Income Tax Return for income received during the year immediately preceding the Reset Date.¹ If CHARLES A. RAMOS is not required to file a U.S. Individual Income Tax Return, then the Taxable Income Amount shall be based on such income tax return as CHARLES A. RAMOS is required to file, e.g., a Puerto Rico Income Tax Return. Any failure by CHARLES A. RAMOS to make full payment

¹ Taxable Income historically has been required to be reported on line 37 of Form 1040 of the United States Department of the Treasury, Internal Revenue Service.

of a Monthly Payment within ten (10) days of the required Payment Date shall cause CHARLES A. RAMOS to be immediately liable for payment of -- \$50,000 less the total of: (i) the Initial Payment and (ii) the total of the Monthly Payments previously paid.

(c) CHARLES A. RAMOS shall pay the Initial Payment and each of the Monthly Payments in the form of a cashier's or certified check or a money order made payable to the order of FIRST FEDERAL SAVINGS BANK. CHARLES A. RAMOS shall tender the Initial Payment to the OTS's Enforcement Counsel, and thereafter shall send each Monthly Payment directly to FIRST FEDERAL.

(d) On each Reset Date, CHARLES A. RAMOS shall provide to the OTS's Regional Director and to FIRST FEDERAL -- (i) a certified true and complete copy of his signed U.S. (or other appropriate) income tax return for the year preceding the Reset Date; and (ii) a detailed financial statement signed by CHARLES A. RAMOS, with a certification under pains and penalty of perjury, that the information therein is true, accurate, and complete.

3. Other Affirmative Action. CHARLES A. RAMOS also is ordered, pursuant to 12 U.S.C.A. § 1818(b), to fully and willingly cooperate with FIRST FEDERAL (including its counsel) in the case of First Federal Savings Bank v. Printon Kane Capital Corp., et al., Civ. No. 91-51292 (S.D.N.Y.); provided however, that CHARLES A. RAMOS may condition such full and willing cooperation upon the execution of an appropriate release and cooperation agreement, as provided by Paragraph 9 of the Stipulation and Consent. Such full and willing cooperation shall include, but is not limited to: meeting with counsel for FIRST FEDERAL for an interview within thirty days following issuance of this Order; answering all

questions posed by counsel for FIRST FEDERAL; and providing testimony by deposition, affidavit or any other form requested by counsel for FIRST FEDERAL.

4. Stipulation and Consent Incorporated. The Stipulation and Consent is made a part hereof and is incorporated herein by this reference.

5. Finality of Order; Date of Effectiveness. This Order is a final order, and Section 8(j) of the FDIA (12 U.S.C.A. § 1818(j)) provides for criminal liability in the event of certain violations of the Order. The requirements and restrictions of this Order shall become effective and enforceable on the date of issuance.

IT IS SO ORDERED on this 2ND day of FEBRUARY, 1993.

OFFICE OF THRIFT SUPERVISION
By:

/S/

John E. Ryan
Regional Director