

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

---

IN THE MATTER OF

FRANK COCO

---

:  
:  
: No. NE92-73  
:  
:  
: DATE: July 21, 1992  
:  
:

STIPULATION AND CONSENT TO ISSUANCE OF  
CEASE & DESIST ORDER, ORDER OF PROHIBITION  
AND ORDER FOR RESTITUTION

The Office of Thrift Supervision ("OTS"), and Frank Coco ("Coco") stipulate and agree as follows:

1. Consideration. The OTS, based upon information reported to it, is of the opinion that the grounds exist to initiate an administrative proceeding against Coco pursuant to the Federal Deposit Insurance Act, §§ 8(b) and (e), 12 U.S.C.A. § 1818(b) and (e) (West 1989). Coco desires to cooperate with the OTS and to avoid the time and expense of such administrative litigation, hereby stipulates and consents to the issuance of the accompanying Cease and Desist Order, Order of Prohibition and Order for Restitution (the "Order") in consideration for OTS hereby forever remising, releasing and discharging Coco of and from all debts, obligations, liabilities, reckonings, bonds, specialities, controversies, suits, actions, causes of action, claims or demands with respect to any matter to that loan in the amount of \$75,000, made in or about September 1989, by Peoples Federal Savings and Loan Association, New Kensington,

Pennsylvania, to Mary Ann Francis.

2. Jurisdiction.

(a) Peoples Federal Savings and Loan Association is a "savings association" and an "insured depository institution" as defined by 12 U.S.C.A. §§ 1462 and 1813 (West 1989).

(b) Coco is an institution-affiliated party as defined by 12 U.S.C.A. §§ 1813(u) (West 1989).

(c) The Director of the OTS is the "appropriate Federal Banking agency" to maintain administrative proceedings against Coco pursuant to 12 U.S.C.A. §§ 1818(b)(e) (West 1989).

3. Consent. Coco consents to the issuance by the OTS of the Order. He further agrees to comply with the terms of the Order upon issuance and stipulates that the Order complies with all requirements of law.

4. Finality. The Order is issued under 12 U.S.C.A. §§ 1818(b) and (e) (West 1989). Upon its issuance, it shall be a final order, effective and fully enforceable by the OTS under the provisions of 12 U.S.C.A. § 1818(i) (West 1989).

5. Waivers. Coco waives an administrative hearing provided by 12 U.S.C.A. § 1818(b) (West 1989), and further waives his right to seek judicial review of the Order, including any such right provided by 12 U.S.C.A. § 1818(h) (West 1989) or otherwise to challenge the validity of the Order.

6. Coco may at any time make application to OTS or any other appropriate federal banking agency for an order modifying or terminating the Order.

7. This Stipulation and Consent to Issuance of Consent



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

In the Matter of

FRANK COCO

No. NE92-73

DATE: July 21, 1992

**CEASE AND DESIST ORDER, ORDER OF PROHIBITION  
AND ORDER FOR RESTITUTION**

WHEREAS, Frank Coco ("Coco") has executed a stipulation between Coco and the Regional Director of the Northeast Regional Office (the "Regional Director") of the Office of Thrift Supervision ("OTS") attached hereto as Exhibit A and incorporated herein by this reference (the "Stipulation"); and

NOW, THEREFORE, the Regional Director as duly designated by the Director of OTS, pursuant to Section 8 of the Federal Deposit Insurance Act ("FDIA"), as amended<sup>1</sup>, HEREBY ORDERS as follows:

1. Coco is hereby permanently prohibited from holding any office in, or any further participation, in any manner, in the conduct of the affairs of any insured depository institution pursuant to 12 U.S.C. §1818(e).

2. In full satisfaction of the claims against him

1. Section 8 of the FDIA was most recently amended on August 9, 1989, upon enactment of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"), Pub. L. No. 101-73, 103 Stat. 183.

relating solely to those matters concerning that loan in the amount of \$75,000, made in or about September 1989 by Peoples to Mary Ann Francis (the "Mary Ann Francis Loan"), Coco is hereby ordered to pay \$37,500 (the "Obligation") to the Resolution Trust Corporation ("RTC") under the following terms and conditions:

(a) Within five business days of service of this Order on counsel for Coco, Coco shall pay to the RTC \$5,000 in cash or cash equivalent.

(b) On the first business day of each month, commencing with the first month following service of this Order on counsel for Coco, Coco shall pay to the RTC \$250 in cash or cash equivalent (the "Monthly Payments"), until the Obligation is satisfied.

(c) In addition to the Monthly Payments, Coco shall pay to the RTC on or before <sup>August</sup> July 1, 1992, and thereafter each <sup>August</sup> July 1, commencing with <sup>August</sup> July 1, 1993 (the "Payment Dates"), one-half of all After Tax Income, as that term is defined below, in excess of \$50,000 as reflected on Coco's federal income tax return for the tax year prior to the relevant Payment Date (the "Additional Payments"), until the Obligation is satisfied. After Tax Income shall mean Coco's annual income for each calendar year after the payment of all federal, state and local taxes. It is understood that all Additional Payments reduce the Obligation.

(d) Coco shall only be required to make the Monthly Payments and the Additional Payments in the event his Gross Income, as defined below, for the tax year preceding the

relevant Payment Date shall be in excess of \$50,000. Gross Income shall be defined as all money earned, received or collected by Coco, including all income or receipts derived by inheritance or gifts or in any other manner whatsoever and whether or not subject to any federal, state or local taxes, and prior to payment of any taxes for each calendar year.

(e) Coco shall file or cause to be filed his federal income tax returns (the "Returns"), with the Internal Revenue Service no later than the April 15 immediately following the tax year for which it is being filed. Contemporaneously with the filing of the Returns, Coco shall forward copies of the Returns to OTS and RTC, or to such other persons as OTS or RTC may designate in writing. Failure to comply with any portion of this paragraph 2 shall make the Obligation due and payable immediately to the RTC upon demand by either the RTC or OTS.

3. Coco acknowledges and agrees that his consent to the entry of this Order is for the purposes of resolving only those matters relating to the Mary Ann Francis Loan, and do not resolve, affect or preclude any other civil or criminal proceeding which may be brought against Coco by the OTS or another government entity. Nothing contained herein shall prejudice the rights of, or be decreed an admission by, Coco in any private civil proceeding or litigation.

4. All technical words or phrases used in this Order, for which meanings are not otherwise specified or otherwise provided by the provisions of this Order, shall insofar as applicable, have the meanings set forth in one or more of the following laws and regulations: the Home Owners' Loan Act, as

amended by FIRREA; the FDIA, as amended by FIRREA; and the regulations of the OTS, as codified in the Code of Federal Regulations, Title 12, Chapter V (or currently published in the Federal Register). Any technical words or phrases not subject to definition in the foregoing laws and regulations shall have meanings that accord with the best custom and usage in the savings association industry.

5. This Order shall be and is effective and enforceable upon service on counsel for Coco.

6. Nothing herein shall preclude or bar Coco from filing the appropriate petition or other application with the RTC, OTS or equivalent agency to request that his prohibition be modified or suspended.

IT IS SO ORDERED on this 21 day of July, 1992.

OFFICE OF THRIFT SUPERVISION

By:

/S/

\_\_\_\_\_  
Angelo Vigna  
Regional Director  
Northeast Region