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BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
OF THE STATE OF CALIFORNIA

In the Matter of:) CFL LICENSE NO.: 603I228
THE COMMISSIONER OF FINANCIAL) STIPULATION TO ENTRY OF DESIST AND
PROTECTION AND INNOVATION,) REFRAIN ORDER, AND PAYMENT OF
Complainant,) PENALTIES
v.)
AMERICAN CREDIT ACCEPTANCE, LLC,)
Respondent.)

In compliance with the Order Conditionally Granting Petition for Reinstatement of its license under the California Financing Law (CFL) (Fin. Code, §§ 22000 et seq.), American Credit Acceptance, LLC enters this Stipulation to Entry of Desist and Refrain Order, and Payment of Penalties (Stipulation) with the Commissioner of Financial Protection and Innovation (Commissioner).

I.

Recitals

This Stipulation is made with reference to the following facts:

A. American Credit Acceptance, LLC (Respondent) is a South Carolina limited liability

STIPULATION TO ENTRY OF DESIST AND REFRAIN ORDER,
AND PAYMENT OF PENALTIES

company organized in 2007, with its main office located at 961 East Main Street, Spartanburg, South Carolina, 29302.

B. Jason Daniel Bynum is the principal and a control person of Respondent and, as such, is authorized to enter into this Stipulation on behalf of Respondent.

C. On October 20, 2010, Respondent became licensed pursuant to the CFL (Fin. Code, § 22000 et seq.) (CFL License No. 603I228) to engage in the business of a finance lender in this state.

D. On July 29, 2014, the Commissioner revoked Respondent's CFL license for failing to file its annual report as required by Financial Code section 22159.

E. On November 30, 2021, Respondent filed a new CFL license application (60DBO-155712).

F. On February 23, 2022, Respondent filed with the Commissioner a petition for reinstatement of its CFL license (CFL License No. 603I228) (Petition), pursuant to Government Code section 11522.

G. In reviewing the Petition, the Commissioner discovered that Respondent had engaged in unlicensed finance lender activities in this state after its license was revoked, in violation of Financial Code section 22100.

H. Based on the foregoing, the Commissioner finds that Respondent engaged in the business of finance lender and/or broker without having obtained a license from the Commissioner, in violation of Financial Code section 22100.

I. It is the intention and desire of the parties to resolve this matter without the necessity of a hearing and/or other litigation.

J. Respondent, without admitting or denying any of the findings contained within the Desist and Refrain Order, in the form attached hereto as Exhibit A, hereby agrees and stipulates to the Desist and Refrain Order.

NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set forth herein, the parties agree as follows:

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II.**Terms and Conditions**

1. **Desist and Refrain Order.** Respondent stipulates to the issuance of the Desist and Refrain Order issued pursuant to section 22712, in the form attached hereto as Exhibit A, directing Respondent to desist and refrain from engaging in the business of a finance lender and/or broker in the State of California without first obtaining a license from the Commissioner, in violation of Financial Code section 22100. Respondent agrees that this Desist and Refrain Order is hereby deemed a final order.

2. **Service of Orders.** Respondent agrees that the delivery by regular mail of the executed Desist and Refrain Order and Order Conditionally Granting Petition for Reinstatement issued by the Commissioner to the address set forth in paragraph A above shall constitute valid service of these orders.

3. **Penalties, Costs and Attorney Fees.** Respondent agrees to pay to the Commissioner \$18,000.00 in penalties and \$32,000.00 in costs and attorney fees in the total amount of \$50,000.00 within fifteen (15) calendar days of the effective date of this Stipulation as defined in Paragraph 23 (Effective Date). The \$50,000.00 must be made payable in the form of a cashier's check or Automated Clearing House deposit to the Department of Financial Protection and Innovation and transmitted to the attention of Accounting – Litigation, Department of Financial Protection and Innovation, 2101 Arena Boulevard, Sacramento, California 95834. Notice of the payment must be concurrently sent to Affi Eghbaldari, Senior Counsel, Department of Financial Protection and Innovation, at affi.eghbaldari@dfpi.ca.gov.

4. **Withdraw of Pending CFL Application.** Respondent agrees to withdraw its pending CFL application (60DBO-155712) filed with the Department of Financial Protection and Innovation through the Nationwide Multistate Licensing System within fifteen (15) calendar days of the Effective Date of this Stipulation. Notice of the withdraw of application must be concurrently sent to Affi Eghbaldari, Senior Counsel, Department of Financial Protection and Innovation, at affi.eghbaldari@dfpi.ca.gov.

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1 5. Transition to NMLS. Respondent agrees to transition its CFL license (603I228) to
2 Nationwide Multistate Licensing System, as required by California Code of Regulations, Title 10,
3 section 1422.4, within thirty (30) calendar days of the Effective Date of this Stipulation. Notice of
4 transition must be concurrently sent to Affi Eghbaldari, Senior Counsel, Department of Financial
5 Protection and Innovation, at affi.eghbaldari@dfpi.ca.gov.

6 6. Waiver of Notice and Hearing Rights. Respondent acknowledges that the
7 Commissioner is ready, willing, and able to proceed with a hearing on the charges contained in the
8 Desist and Refrain Order. Respondent hereby waives the right to any hearings, and to any
9 reconsideration, appeal, or other right to review which may be afforded pursuant to the CFL, the
10 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
11 provision of law. By waiving such rights, Respondent effectively consents to this Stipulation and
12 Desist and Refrain Order becoming final.

13 7. Failure to Comply. Respondent agrees that failure to timely comply with the
14 conditions set forth in the Order Conditionally Granting Petition for Reinstatement, attached hereto
15 as Exhibit B, or in paragraphs 3 through 5 above, shall result in summary denial of Respondent's
16 petition for reinstatement of its CFL license or revocation of Respondent's CFL license. Respondent
17 further agrees that failure to comply with the Desist and Refrain Order or failure to timely file any
18 report required by the Commissioner or the CFL, shall result in summary denial of any pending
19 application with the Commissioner and/or summary suspension or revocation of any of
20 Respondent's license(s). Respondent hereby waives any notice, hearing rights, reconsideration,
21 appeal, or other right to review which may be afforded under the Administrative Procedure Act,
22 including Government Code section 11415.60, subdivision (b); Code of Civil Procedure; or any
23 other provision of law to contest the summary denial, suspension or revocation contemplated by this
24 paragraph.

25 8. Violation of CFL. Respondent acknowledges that remedies for violations of the CFL
26 are not exclusive and may be sought and employed in any combination to enforce the purpose and
27 provisions of this law.

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1 9. Information Willfully Withheld or Misrepresented. Notwithstanding paragraph 12
2 below, this Stipulation may be withdrawn or revoked, and the Commissioner may pursue any and all
3 remedies available under the law against Respondent if the Commissioner discovers that Respondent
4 knowingly or willfully withheld or misrepresented information used for and relied upon in this
5 Stipulation.

6 10. Assisting Other Agencies. Respondent agrees that nothing in this Stipulation shall
7 preclude the Commissioner, or her agents or employees, to the extent authorized by law, from
8 assisting or cooperating in any investigation and/or action brought by any other federal, state, county
9 or local agency. Respondent further agrees that this Stipulation shall not bind or otherwise prevent
10 any other federal, state or county agency from the performance of its duties.

11 11. Headings. The headings to the paragraphs of this Stipulation are inserted for
12 convenience only and will not be deemed a part hereof or affect the construction or interpretation of
13 the provisions hereof.

14 12. Reliance. Each of the parties represents, warrants, and agrees that in executing this
15 Stipulation, it has relied solely on the statements set forth herein and the advice of its own counsel.
16 Each of the parties further represents, warrants, and agrees that in executing this Stipulation it has
17 placed no reliance on any statement, representation, or promise of any other party, or any other
18 person or entity not expressly set forth herein, or upon the failure of any party or any other person or
19 entity to make any statement, representation, or disclosure of anything whatsoever. The parties have
20 included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to
21 execute this Stipulation; and (2) to preclude the introduction of parol evidence to vary, interpret,
22 supplement, or contradict the terms of this Stipulation.

23 13. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
24 this Stipulation will be valid or binding unless it is in writing and signed by each of the parties. The
25 waiver of any provision of this Stipulation will not be deemed a waiver of any other provision. No
26 waiver by either party of any breach of, or of compliance with, any condition or provision of this
27 Stipulation by the other party will be considered a waiver of any other condition or provision or of
28 the same condition or provision at another time.

1 14. Full Integration. This Stipulation is the final written expression and the complete and
2 exclusive statement of all the agreements, conditions, promises, representations, and covenants
3 between the parties with respect to the subject matter hereof, and supersedes all prior or
4 contemporaneous agreements, negotiations, representations, understandings, and discussions
5 between and among the parties, their respective representatives, and any other person or entity, with
6 respect to the subject matter covered hereby.

7 15. Governing Law. This Stipulation and any dispute related thereto shall be construed
8 and enforced in accordance with, and governed by, the laws of California without regard to any
9 choice of law principles.

10 16. Effect Upon Future Proceedings. If Respondent applies for any license, permit or
11 qualification under the Commissioner's current or future jurisdiction, or is the subject of any future
12 action by the Commissioner as a result of Respondent's failure to comply with this Stipulation,
13 Desist or Refrain Order, or Order Conditionally Granting Petition for Reinstatement, then the
14 matters under investigation may be admissible for the purpose of such application(s) or enforcement
15 proceedings(s).

16 17. Counterparts. This Stipulation may be executed in one or more separate counterparts,
17 each of which when so executed, shall be deemed an original. Such counterparts shall together
18 constitute a single document.

19 18. Legal Advice. Respondent has had the opportunity to obtain the advice of legal
20 counsel and enters into this Stipulation voluntarily and without coercion and acknowledges that no
21 promises, threats or assurances have been made by the Commissioner or any officer, or agent
22 thereof, about this Stipulation.

23 19. Voluntary Agreement. Respondent enters this Stipulation voluntarily and represents
24 that no threats, offers, promises, or inducements of any kind have been made by the Commissioner
25 or any member, officer, employee, agent, or representative of the Commissioner to induce
26 Respondent to stipulate to the Desist and Refrain Order. The parties each represent and acknowledge
27 that he, she, or it is executing this Stipulation completely voluntarily and without any duress or
28 undue influence of any kind from any source.

20. Public Record. Respondent hereby acknowledges that this Stipulation and the Exhibits attached thereto are and will be a matter of public record.

21. Signatures. Respondent agree that a fax or electronic mail signature shall be deemed the same as an original signature.

22. Authority to Sign. Each signatory hereto covenants that he or she possesses all necessary capacity and authority to sign and enter into this Stipulation and undertake the obligations set forth herein.

23. Effective Date. This Stipulation shall become final and effective when signed by all parties and sent by the Commissioner’s agent via e-mail to Respondent’s attorney, Lauren Campisi or Bonnie E. Dye at lcampisi@hinshawlaw.com or bdye@hinshawlaw.com.

Dated: February 18, 2025 KHALIL MOHSENI
Commissioner of Financial Protection and Innovation

By _____
Mary Ann Smith
Deputy Commissioner

AMERICAN CREDIT ACCEPTANCE, LLC

Dated: February 14, 2025 By _____
Jason Daniel Bynum
Principal and Control Person

APPROVED AS TO FORM AND CONTENT

Dated: February 14, 2025 By _____
Lauren Campisi, Esq.
Hinshaw & Culbertson LLP
Attorneys on behalf of American Credit Acceptance, LLC