

1 STATE OF CALIFORNIA
2 BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
3 DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION

4 TO: Lending Circle
5 Daniel Walker
6 Tyron Lincoln
7 James Parker
8 12400 Wilshire Blvd.
9 Los Angeles, California 90025

2114 E Rio Salado Blvd.
Tempe, Arizona 85281

10 DESIST AND REFRAIN ORDER
11 (For violations of Financial Code section 22100)

12 The Commissioner of Financial Protection and Innovation (Commissioner) finds that:

- 13 1. At all relevant times, Lending Circle is and was an entity of unknown form conducting
14 business in California, with a stated address of 12400 Wilshire Blvd., Los Angeles, California 90025,
15 a telephone number of 512-790-3932, and an email address at info@lendingcircle.pro. There is no
16 record of any corporate filings for an entity named Lending Circle in California.
- 17 2. Lending Circle maintains a website at <https://lendingcircle.pro/>, where it purports to offer
18 financial services and personal loans.
- 19 3. Lending Circle is not licensed as a finance lender and/or broker with the Department of
20 Financial Protection and Innovation (DFPI).
- 21 4. At all relevant times, James Parker (Parker) is and was an individual who presented himself as
22 an employee and representative of Lending Circle, with a telephone number of 916-252-9916, and an
23 email address at neilpaul256@gmail.com. Parker was listed as “Sr. Loan Officer” in an email
24 communication to a California borrower regarding a loan agreement.
- 25 5. At all relevant times, Daniel Walker (Walker) is and was an individual who presented himself
26 as an employee and representative of Lending Circle. Walker was listed as “Senior Loan Officer” in
27 a conditional approval letter provided by Lending Circle to a California borrower regarding a loan
28 application.

1 6. At all relevant times, Tyron Lincoln (Lincoln) is and was an individual who presented himself
2 as an employee and representative of Lending Circle. Lincoln was listed as “Funding Manager” in a
3 loan agreement provided by Lending Circle to a California borrower.

4 7. In or around May 2024, Lending Circle engaged in the business of a finance lender and/or
5 broker in California by entering into a loan agreement for a loan of \$5,000 with at least one
6 California borrower (Borrower) and offering and approving another loan of \$10,000 to the Borrower.

7 8. The Borrower signed a loan agreement provided by Lending Circle for a personal loan of
8 \$5,000 at 9.15% interest rate for a term of 36 months.

9 9. The Borrower also signed a conditional approval letter provided by Lending Circle for a
10 personal loan of \$10,000 at 9.12% interest rate for a term of 60 months. In the conditional approval
11 letter, Lending Circle listed its “Head Office” location as EXTRALEND Financial Asset
12 Management, LLC, 2114 E Rio Salada Blvd., Tempe, AZ 85281, www.extralend.com.

13 10. As part of the loan process, Lending Circle told the Borrower that it had deposited “extra
14 money” into the Borrower’s bank account and needed the Borrower to do it a “favor” by purchasing
15 \$500 Apple gift cards to offset the “extra money” in the bank account.

16 11. On four separate occasions, Lending Circle asked the Borrower to purchase the gift cards in
17 conjunction with the work Lending Circle was doing on the Borrower’s loan, i.e. depositing funds in
18 the account, loan insurance, funding the loan. The Borrower would purchase the gift cards, read the
19 card numbers to Parker and send Parker an email showing the gift cards, after which Parker would
20 access the Borrower’s bank account and do a “correction” to reconcile the amount in the account. On
21 the fourth occasion, Parker could not access the Borrower’s bank account to make the reconciliation
22 because it was locked. Thereafter, the Borrower learned that the account had non-sufficient funds.

23 12. The checks deposited by Lending Circle into the Borrower’s account were fraudulent. The
24 checks were made out to a false name and signed by a false person. The Borrower reached out to
25 Parker for help multiple times, but never heard from him again.

26 13. Financial Code section 22009 defines a finance lender as “any person who is engaged in the
27 business of making . . . consumer loans.”
28

1 14. Financial Code section 22502 defines a “consumer loan” as “a loan, whether secured by either
2 real or personal property, or both, or unsecured, the proceeds of which are intended by the borrower
3 for use primarily for personal, family, or household purposes.”

4 15. Financial Code section 22100(a) provides, “No person shall engage in the business of a
5 finance lender or broker without obtaining a license from the commissioner.”

6 16. Financial Code section 22712(a) provides in relevant part:

7 Whenever, in the opinion of the commissioner, any person is engaged or has
8 engaged in business as a finance lender, broker . . . as defined in this division,
9 without a license from the commissioner . . . the commissioner may order that
10 person . . . to desist and to refrain from engaging in the business or further
continuing that violation.

11 17. Lending Circle, Parker, Walker, and Lincon have not been issued licenses by the
12 Commissioner authorizing them to engage in the business of a finance lender and/or broker under the
13 California Financing Law (Fin. Code, §22000 et seq.), nor are they exempt from the licensing
14 requirements of Financial Code section 22100.

15 By reason of the foregoing, Lending Circle, Parker, Walker, and Lincon have engaged in the
16 business of a finance lender and/or broker without having first obtained a license from the
17 Commissioner in violation of Financial Code section 22100. Pursuant to Financial Code section
18 22712, Lending Circle, Parker, Walker, and Lincon are ordered to desist and refrain from engaging in
19 the business of a finance lender and/or broker in the State of California without first obtaining a
20 license from the Commissioner, or otherwise being exempt.

21 This order is necessary, in the public interest, for the protection of California borrowers, and
22 is consistent with the purposes, policies, and provisions of the California Financing Law.

24 DATED: November 24, 2024
25 Sacramento, California

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and Innovation



27 By: _____
28 MARY ANN SMITH
Deputy Commissioner
Enforcement Division