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| 1   | CLOTHILDE V. HEWLETT Commissioner COLLEEN MONAHAN Deputy Commissioner BRYNLY LLYR (235926) Assistant Chief Counsel CECILIA RUBALCAVA PERCIVAL (283861) Senior Counsel Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 |  |  |  |
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| 8   | Attorneys for Complainant  |  |  |  |
| 9   | BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION   |  |  |  |
| 10  | OF THE STATE OF CALIFORNIA   |  |  |  |
| 11  |  |  |  |  |
| 12  | In the Matter of:  |  |  |  |
| 13  | THE COMMISSIONER OF FINANCIAL  |  |  |  |
| 14  | PROTECTION AND INNOVATION, CONSENT ORDER   |  |  |  |
| 15  | Complainant, )   |  |  |  |
| 16  | }  |  |  |  |
| 17  | FOURSQUARE FINANCIAL SOLUTIONS   LOAN FUND, INC.   |  |  |  |
| 18  | Respondent.  |  |  |  |
| 19  | )  |  |  |  |
| 20  |  |  |  |  |
| 21  | This Green of District Internal the Commission of Financial Protection and   |  |  |  |
| 22  | This Consent Order is entered into between the Commissioner of Financial Protection and Innovation (Commissioner) and Foursquare Financial Solutions Loan Fund, Inc. (FFSLF) (hereinafter collectively the "Parties"). This Order is made with reference to the following facts:     |  |  |  |
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| 25  | I.  Recitals   |  |  |  |
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| 27  | A. The Commissioner is the head of the Department of Financial Protection and  |  |  |  |
| 28  | Innovation (formerly the Department of Business Oversight) (Department) and has jurisdiction   |  |  |  |
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CONSENT ORDER

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the offer and sale of securities in California under the Corporate Securities Law of 1968 (CSL) (Corp. Code, § 25000 et seq.).

- B. FFSLF is a church extension fund formed on January 11, 1980, as a California notfor-profit religious corporation. FFSLF is engaged in the business of making loans to the International Church of the Foursquare Gospel, affiliated churches, ministries, colleges, and other affiliated ministry organizations. FFSLF's principal business address is 3901 Foothill Boulevard, Suite 200, La Crescenta, California 91214.
- C. The Commissioner issued a Report of Findings on October 15, 2024, based on the examination of FFSLF pursuant to Corp. Code section 25113(e). The Department found that FFSLF had unqualified sales of its investment certificates during the period of April 23, 2021, through October 19, 2021, in violation of the Corp. Code section 25110. The examination also found lapses during the renewal periods for FFSLF's permit that resulted in unqualified sales in 2015, 2018, and 2019. For the unqualified sales, FFSLF believed the sales were exempted under Section 25102(e) and Rule 260.102.2. However, the Department disagreed with FFSLF citing the public nature of the offering through the issuer's website.
- D. FFSLF included within its Offering Circular legends disclosing that certificates sold to California investors would be subject to transfer restrictions under federal and state securities laws, including California, and further included a California legend in bold type and copy of Rule 260. 141 as an exhibit that was delivered to investors prior to a purchase. Nevertheless, the Department found that FFSLF's did not properly disclose the legend condition clause restricting the transfer of the security pursuant to California Code of Regulations Section 260.141.11, despite FFSLF's permits being issued with the requisite condition.
- E. Without FFSLF admitting or denying it sold securities in violation of the Corporate Securities Law of 1968 (CSL), it is the intention and desire of the Parties to resolve this matter without the necessity of a hearing and/or other litigation.
- F. NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein, the Parties agree as follows:

II.

## **Terms and Conditions**

- Purpose. The purpose of this Consent Order is to settle and resolve the issues between the Parties hereto, for judicial economy and expediency, and to avoid the expense of a hearing and other possible court proceedings and is consistent with the purposes and provisions of the CSL.
- Desist and Refrain Order. Pursuant to Corporations Code section 25532 FFSLF is hereby ordered to desist and refrain from any offers or sales of any unpermitted, non-exempt securities in violation of Corporations Code section 25110. FFSLF consents to the finality of this desist and refrain order.
- 3. Administrative Penalties. FFSLF agrees to pay to the Commissioner for full resolution of the matter as described under Recitals in this Consent Order totaling \$14,500 (Penalties). Such Penalties shall be paid by FFSLF within 15 days after the Effective Date of this Consent Order. The check shall 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, at the Department of Financial Protection and Innovation, 2101 Arena Boulevard, Sacramento, California 95834. Notice of payment must be concurrently sent to the attention of Cecilia Rubalcava Percival, Senior Counsel via email at Cecilia.Rubalcava@dfpi.ca.gov.

In the event the payment due date falls on a weekend or holiday, the Penalties shall be due the next business day. FFSLF acknowledges that failure to timely pay the Penalties shall be a breach of this Consent Order and shall be cause for the Commissioner to take any action deemed necessary, including immediately revoking any permits held by, and/or deny any pending application(s) of FFSLF, its successors and assigns, by whatever name they might be known. FFSLF waives any notice and hearing rights to contest such revocation and/or denial(s) which may be afforded under the CSL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection therewith.

4. <u>Waiver of Hearing Rights.</u> Respondent acknowledges that the Commissioner is ready, willing, and able to proceed with the filing of an administrative enforcement action on the

- 5. Opportunity to Cure. In the event Respondent fails to comply with the terms of this Consent Order (except for the Desist and Refrain Order), Respondent will have 20 calendar days to cure such breach from the date written notice of the breach is emailed by the Commissioner to Respondent. Proof of cure, satisfactory to the Commissioner, shall be sent via traceable method with a notice via email by Respondent so that it is received within 25 days of the date of Notice to Cecilia Rubalcava Percival, Senior Counsel, at Cecilia.Rubalcava@dfpi.ca.gov.
- 6. Failure to Comply with Desist and Refrain Order or Cure Breach. Respondent agrees that if it fails to comply with the Desist and Refrain Order in this Consent Order or fails to timely cure any breach to the satisfaction of the Commissioner, the Commissioner may, in addition to all other available remedies it may invoke under the CSL, summarily suspend, revoke, or deny its CSL qualification or permit (if applicable). Respondent stipulates to the finality of any such CSL suspensions, revocations, or denials that the Commissioner may order. Respondent waives any notice and hearing rights to contest such summary suspensions, revocations, or denials which may be afforded under the CSL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection therewith. The stipulation to finality by Respondent in this paragraph is limited to suspensions, revocation, or denials of Respondent's CSL qualification or permit only, and nothing herein shall limit Respondent's ability to defend its position, in any way, related to any other remedies or enforcement the Commissioner or Department may seek.
- Information Willfully Withheld or Misrepresented. This Consent Order may be revoked, and the Commissioner may pursue any and all remedies available under law against

Respondent if the Commissioner discovers that Respondent knowingly or willfully withheld or misrepresented information used for and relied upon in this Consent Order.

- 8. Future Actions by Commissioner. If Respondent fails to comply with any terms of the Consent Order, the Commissioner may institute proceedings for any and all violations otherwise resolved under this Consent Order. The Commissioner reserves the right to bring any future actions against Respondent or any of its partners, owners, officers, shareholders, directors, employees or successors for any and all unknown violations of the CSL or any other law under the Commissioner's jurisdiction.
- 9. <u>Assisting Other Agencies.</u> Nothing in this Consent Order limits the Commissioner's ability to assist any other government agency (whether city, county, state, or federal) with any administrative, civil or criminal action brought by that agency against Respondent or any other person based upon any of the activities alleged in this matter or otherwise.
- 10. Headings. The headings to the paragraphs of this Consent Order are inserted for convenience only and will not be deemed a part hereof or affect the construction or interpretation of the provisions hereof.
- 11. <u>Binding.</u> This Consent Order is binding on all heirs, assigns, and/or successors in interest.
- 12. Reliance. Each of the Parties represents, warrants, and agrees that in executing this Consent Order it has relied solely on the statements set forth herein and the advice of its own counsel. Each of the Parties further represents, warrants, and agrees that in executing this Consent Order it has placed no reliance on any statement, representation, or promise of any other party, or any other person or entity not expressly set forth herein, or upon the failure of any party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The Parties have included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.
- 13. <u>Waiver, Amendments, and Modifications.</u> No waiver, amendment, or modification of this Consent Order will be valid or binding unless it is in writing and signed by each of the

Parties. The waiver of any provision of this Consent Order will not be deemed a waiver of any other provision. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Consent Order by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

- 14. <u>Full Integration.</u> This Consent Order is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenant between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity with respect to the subject matter covered hereby.
- 15. Governing Law. This Consent Order will be governed by and construed in accordance with California law. Each of the Parties hereto consents to the jurisdiction of such court, and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in such court.
- 16. <u>Counterparts.</u> This Consent Order may be executed in one or more separate counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall together constitute a single document.
- 17. <u>Effect Upon Future Proceedings.</u> If Respondent applies for any license, registration, permit, or qualification under the Commissioner's current or future jurisdiction, or is the subject of any future action by the Commissioner to enforce this Consent Order, then the subject matter hereof shall be admitted for the purpose of such application(s) or enforcement proceeding(s).
- 18. <u>Authority for Settlement.</u> Each party warrants and represents that such party is fully entitled and duly authorized to enter into and deliver this Consent Order. In particular, and without limiting the generality of the foregoing, each party warrants and represents that it is fully entitled to enter into the covenants, and undertake the obligations set forth herein.
- 19. Voluntary Agreement. Respondent enters into this Consent Order voluntarily and without coercion and acknowledges that no promises, threats or assurances have been made by the Commissioner or any officer, or agent thereof, about this Consent Order. The parties each represent

| 2  | without any duress or undue influence of any kind from any source.   |                               |  |  |
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| 3  | 20.  | Signatures. A fax or electron | ic mail signature shall be deemed the same as an                         |  |
| 4  | original signature.  |                               |  |  |
| 5  | 21.  | Public Record. Respondent l   | hereby acknowledges that this Consent Order is and will                  |  |
| 6  | be a matter of public record.  |                               |  |  |
| 7  | 22.  | Effective Date. This Consen   | t Order shall become final and effective when signed by                  |  |
| 8  | all Parties and delivered by the Commissioner's agent via e-mail to FFSLF's agent, Jonathan                |                               |  |  |
| 9  | Phillips, President, at jphillips@foursquare.org.  |                               |  |  |
| 10 | 23.  | Authority to Sign. Each sign  | natory hereto covenants that he/she possesses all                        |  |
| 11 | necessary capacity and authority to sign and enter into this Consent Order and undertake the               |                               |  |  |
| 12 | obligations set forth herein.  |                               |  |  |
| 13 |  |                               |  |  |
| 14 | Dated: Decen   | mber 10, 2024                 | CLOTHILDE V. HEWLETT Commissioner of Financial Protection and Innovation |  |
| 15 |  |                               |  |  |
| 16 |  |                               | By: Colleen Monahan Date: 2024,12.10 13:33:34 -08'00'                    |  |
| 17 |  |                               | COLLEEN MONAHAN  |  |
| 18 |  |                               | Deputy Commissioner<br>Legal Division                                    |  |
| 19 |  |                               |  |  |
| 20 |  |                               |  |  |
| 21 | Dated: December 10, 2024 Foursquare Financial Solutions Loan Fund, Inc. 3901 Foothill Boulevard, Suite 200 |                               |  |  |
| 22 |  | 10,-                          | * 3901 Foothill Boulevard, Suite 200<br>La Crescenta, CA 91214           |  |
| 23 |  |                               | La Crosconia, Criviai  |  |
| 24 |  |                               | \ d?   |  |
| 25 |  |                               | By: Jonathan Phillips  |  |
| 26 |  |                               | President  |  |
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and acknowledge that he, she or it is executing this Consent Order completely voluntarily and