

I.
RECITALS

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3 A. The Commissioner has jurisdiction over the licensing and regulation of student loan
4 servicing in this state under the Student Loan Servicing Act (SLSA) (Fin. Code, § 28100 et seq.)
5 and Title 10 of the California Code of Regulations (CCR) (Cal. Code Regs., § 2032 et seq.).

6 B. At all relevant times herein, Mia Share is and was a Delaware corporation with its
7 principal place of business at 168 E Midvillage Blvd, Suite 250, Sandy, UT 84070.

8 C. Joshua Haghani is Mia Share’s Chief Executive Officer, Owner, Chief Financial
9 Officer, Secretary and Treasurer, and, as such, is authorized to enter into the Consent Order on
10 behalf of Mia Share.

11 D. Starting July 1, 2018, the SLSA became effective and requires that all persons
12 engaged in the business of servicing student loans in California be licensed, with limited exceptions.

13 E. At all relevant times herein, Mia Share did not hold any license issued by the
14 Commissioner under the authority of the SLSA.

15 F. Mia Share informed the Commissioner that from 2023 through the present, Mia
16 Share serviced student loans in California. As such, the Commissioner finds that Mia Share violated
17 Financial Code section 28102, subdivision (a) by engaging in the business of servicing student loans
18 in this state without first obtaining a license from the Commissioner.

19 G. On November 6, 2024, Mia Share voluntarily submitted a student loan servicing
20 application to the Department.

21 NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set
22 forth herein, the Parties agree as follows:

23
24 **II.**
TERMS AND CONDITIONS

25 1. Purpose. This Consent Order resolves the issues before the Commissioner in a
26 manner that avoids the expense of a hearing and other possible court proceedings, protects
27 consumers, is in the public interest, and is consistent with the purposes, policies, and provisions of
28 the SLSA.

2. Desist and Refrain Order. Pursuant to Financial Code section 28160, Mia Share is

1 hereby ordered to desist and refrain from engaging in the business of servicing student loans in
2 California without first obtaining a license, in violation of Financial Code section 28102,
3 subdivision (a).

4 3. Penalty. Mia Share shall pay a penalty of \$20,000.00 to the Commissioner (Penalty)
5 within 30 days of the Effective Date, as defined in Paragraph 23 below (Effective Date). The
6 Penalty shall be made payable in the form of a cashier’s check or Automated Clearing House
7 deposit to the Department of Financial Protection and Innovation (Department) and transmitted to
8 the attention of Accounting – Litigation, at the Department, 2101 Arena Boulevard, Sacramento,
9 California 95834. Notice of such payment must be concurrently sent to Kelly Suk, Senior Counsel,
10 Department of Financial Protection and Innovation, Enforcement Division, at
11 Kelly.suk@dfpi.ca.gov .

12 4. License Application. Mia Share has submitted an application (Application) for a
13 license under the SLSA. In consideration for Mia Share’s agreeing to the terms of this Consent
14 Order the Commissioner will timely review and consider any future or pending Application and this
15 Consent Order will not be the sole basis of any action to deny such application.

16 5. Waiver of Hearing Rights. Mia Share acknowledges the Commissioner is ready,
17 willing, and able to proceed with the filing of an administrative enforcement action on the charges
18 contained in this Consent Order. Mia Share hereby waives the right to any hearings, and to any
19 reconsideration, appeal, or other right to review which may be afforded pursuant to the SLSA, the
20 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
21 provision of law. Mia Share further expressly waives any requirement for the filing of an
22 Accusation pursuant to Government Code section 11415.60, subdivision (b). By waiving such
23 rights, Mia Share effectively consents to this Consent Order and Desist and Refrain Order becoming
24 final.

25 6. Full and Final Settlement. The parties hereby acknowledge and agree that this
26 Consent Order is intended to constitute a full, final, and complete resolution and settlement of the
27 SLSA violation alleged by the Commissioner in Paragraph F above, and that no further proceedings
28 or actions will be brought by the Commissioner in connection with its findings under the SLSA or

1 any other provision of law, excepting therefrom any proceeding to enforce compliance with the
2 terms of this Consent Order.

3 7. Information Willfully Withheld. Notwithstanding paragraph 12, this Consent Order
4 may be revoked and the Commissioner may pursue any and all remedies available under law against
5 Mia Share if the Commissioner discovers that Mia Share knowingly or willfully withheld or
6 misrepresented material information..

7 8. Future Actions by Commissioner. If Mia Share fails to comply with any terms of the
8 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise
9 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions
10 permitted by law against Mia Share, or any of its partners, owners, officers, shareholders, directors,
11 employees, or successors for any and all unknown violations of the SLSA.

12 9. Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner's
13 ability to assist a government agency (whether city, county, state, or federal) with any
14 administrative, civil or criminal action brought by that agency against Mia Share or any other
15 person based upon any of the activities alleged in this matter or otherwise.

16 10. Headings. The headings to the paragraphs of this Consent Order are inserted for
17 convenience only and will not be deemed a part hereof or affect the construction or interpretation of
18 the provisions hereof.

19 11. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in
20 interest.

21 12. Reliance. Each of the parties represents, warrants, and agrees that in executing this
22 Consent Order it has relied solely on the statements set forth herein and the advice of its own
23 counsel, if represented. Each of the parties further represents, warrants, and agrees that in executing
24 this Consent Order it has placed no reliance on any statement, representation, or promise of any
25 other party, or any other person or entity not expressly set forth herein, or upon the failure of any
26 party or any other person or entity to make any statement, representation or disclosure of anything
27 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in
28 any way fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of

1 parol evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.

2 13. Waiver, Amendments, and Modification. No waiver, amendment, or modification of
3 this Consent Order will be valid or binding unless it is in writing and signed by each of the parties.
4 The waiver of any provision of this Consent Order will not be deemed a waiver of any other
5 provision. No waiver by either party of any breach of, or of compliance with, any condition or
6 provision of this Agreement by the other party will be considered a waiver of any other condition or
7 provision or of the same condition or provision at another time.

8 14. Full Integration. This Consent Order is the final written expression and the complete
9 and exclusive statement of all the agreements, conditions, promises, representations, and covenant
10 between the parties with respect to the subject matter hereof, and supersedes all prior or
11 contemporaneous agreements, negotiations, representations, understandings, and discussions
12 between and among the parties, their respective representatives, and any other person or entity, with
13 respect to the subject matter covered hereby.

14 15. Governing Law. This Consent Order will be governed by and construed in
15 accordance with California law.

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

19 17. Effect Upon Future Proceedings. If Mia Share applies for any license, permit or
20 qualification under the Commissioner's current or future jurisdiction, or are the subject of any future
21 action by the Commissioner to enforce this Consent Order, then the subject matter hereof shall be
22 admitted for the purpose of such application(s) or enforcement proceeding(s).

23 18. Third Parties. This Consent Order does not create or give rise to any private rights or
24 remedies against Mia Share, create any liability for Mia Share, or limit defenses of Mia Share for
25 any person or entity not a party to this Consent Order.

26 19. Voluntary Agreement. Mia Share enters into this Consent Order voluntarily and
27 without coercion and acknowledges that no promises, threats, or assurances have been made by the
28 Commissioner or any officer, or agent thereof, about this Consent Order. The parties each represent

1 and acknowledge that he, she, or it is executing this Agreement completely voluntarily and without
2 any duress or undue influence of any kind from any source.

3 20. Notice. Any notice required under this Consent Order shall be provided to each party
4 at the following addresses:

5 To Mia Share Inc., : Dan Walker
6 Head of Operations
7 dan@joinlumion.com

8 To the Commissioner: Kelly Suk, Senior Counsel
9 Department of Financial Protection and Innovation
10 Kelly.Suk@dfpi.ca.gov

11 21. Signatures. A fax or electronic mail signature shall be deemed the same as an
12 original signature.

13 22. Public Record. Mia Share acknowledges that the Consent Order and Desist and
14 Refrain Order shall be matters of public record.

15 23. Effective Date. This Consent Order shall become final and effective when signed by
16 all Parties and delivered by the Commissioner’s agent via e-mail to Dan Walker at
17 dan@joinlumion.com.

18 24. Authority to Sign. Each signatory hereto covenants that he/she possesses all
19 necessary capacity and authority to sign and enter into this Consent Order and undertake the
20 obligations set forth herein.

21 Dated: 3/17/25 KHALIL MOHSENI
22 Commissioner of Financial Protection & Innovation

23 By _____
24 MARY ANN SMITH
25 Deputy Commissioner
26 Enforcement Division

27 Dated: 3/17/25 MIA SHARE INC.,

28 By _____
JOSHUA HAGHANI
Owner, CEO, CFO, Treasurer, Secretary