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Attorneys for Complainant

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

In the Matter of:)	DCLA LICENSE No.: 11356-99
)	
THE COMMISSIONER OF FINANCIAL)	SETTLEMENT AGREEMENT
PROTECTION AND INNOVATION,)	
)	
Complainant.)	
)	
v.)	
)	
PRISM LENDING LLC,)	
)	
Respondent.)	

This Settlement Agreement is entered into between the Commissioner of Financial Protection and Innovation (Complainant or Commissioner) and Respondent Prism Lending LLC (Respondent) and is made with respect to the following facts:

I.

RECITALS

A. The Commissioner has jurisdiction over the licensing and regulation of persons engaged in the business of debt collection in California under the Debt Collection Licensing Act (DCLA) (Cal. Fin. Code §§ 100000 – 100025) and the rules and regulations promulgated thereunder.

B. The Commissioner also has jurisdiction over the regulation of persons who engage, have engaged, or propose to engage in offering or providing a consumer financial product or service in California and affiliated service providers under the California Consumer Financial Protection Law (CCFPL) (Cal. Fin. Code §§ 90000 – 90019).

C. Under the CCFPL, it is unlawful for a “covered person” to “[e]ngage, or propose to engage in any unlawful, unfair, deceptive, or abusive act or practice with respect to consumer financial products or services.” (Cal. Fin. Code § 90003(a)(1)).

D. A “covered person” is “[a]ny person that engages in offering or providing a consumer financial product or service to a resident of this state.” (Cal. Fin. Code § 90005(f)(1)).

E. A “consumer financial product or service” is generally a “financial product or service that is delivered, offered, or provided for use by consumers primarily for personal, family, or household purposes.” (Cal. Fin. Code § 90005(e)(1)).

F. “Financial product or service” includes, among other things, “[c]ollecting debt relating to a consumer financial product or service.” (Cal. Fin. Code § 90005(k)(10)).

G. “Financial product or service” also includes, among other things, [e]xtending credit and servicing extensions of credit, including acquiring, purchasing, selling, brokering extensions of credit, other than solely extending commercial credit to a person who originates consumer credit transactions. (Cal. Fin. Code § 90005(k)(1)).

H. Respondent is a Delaware limited liability company.

I. Respondent has a principal place of business at 6430 W Sunset Boulevard, Suite 708, Los Angeles, California 90028.

J. Respondent is licensed as a debt collector under the DCLA with license number 11356-99.

K. Respondent collects debt related to a consumer financial product or service, including but not limited to extensions of credit. (Cal Fin. Code § 90005(k)(1), (10)).

L. Because Respondent collects debts relating to consumer financial products and services, they are a covered person under the CCFPL (Cal Fin. Code § 90005(f)).

M. California Financial Code section 100021(a) requires all DCLA licensees to file an

1 annual report with the Commissioner, on or before March 15, that contains all relevant information
2 that the Commissioner reasonably requires concerning the business and operations conducted by the
3 licensee in the state during the preceding calendar year, including information regarding collection
4 activity (Annual Report).

5 N. Pursuant to California Financial Code section 100015(a), the Commissioner is
6 authorized to establish relationships or contracts with the Nationwide Multistate Licensing System
7 & Registry (NMLS)¹ to collect and maintain records and process transaction fees or other fees
8 related to licensees or other persons subject to this division. Pursuant to California Code of
9 Regulations, title 10, section 1850.16, the licensee shall establish an email for communications
10 from the Commissioner (Designated Email Address). The email account shall be established and
11 monitored in accordance with the requirements in California Financial Code section 331.5. By
12 registering the Designated Email Address, the applicant consents to receive information from the
13 Commissioner at that email address, including, but not limited to, assessment notices.

14 O. On September 16, 2024, the Commissioner instructed all DCLA licensees via their
15 Designated Email Address to verify that their current Designated Email Address meets the
16 requirements and to update as needed (September 2024 Email). Respondent was licensed as of
17 November 15, 2023, but had not established a Designated Email Address, in violation of California
18 Code of Regulations, title 10, section 1850.16. Therefore, Respondent did not receive the
19 September 2024 Email.

20 P. On October 17, 2024, the Commissioner notified all DCLA licensees who had not
21 yet provided a Designated Email Address via the email listed under Primary Company Contact on
22 NMLS that they must provide a Designated Email Address immediately (October 2024 Email).
23 Respondent received the October 2024 Email.

24 Q. On December 6, 2024, the Commissioner again notified all DCLA licensees who
25 had not yet provided a Designated Email Address via the email listed under Primary Company
26

27 ¹ NMLS stands for Nationwide Multistate Licensing System & Registry and is the system of record for non-depository,
28 financial services licensing or registration in participating agencies, including the District of Columbia and U.S.
Territories of Puerto Rico, the U.S. Virgin Islands, and Guam. In these jurisdictions, NMLS is the official system for
companies and individuals seeking to apply for, amend, renew and surrender licenses authorities managed through
NMLS.

1 Contact on NMLS that they must provide a Designated Email Address immediately (December
2 2024 Email). The Commissioner also provided these licensees with a sample of the Annual Report
3 stating that detailed filing instructions and access to the Annual Report will be provided on January
4 2, 2025, but they will not receive detailed filing instructions and access to the annual report without
5 a Designated Email Address. The December 2024 Email reminded the DCLA licensees that if they
6 were licensed as of December 31, 2024, they must file the Annual Report via the DFPI Self-Service
7 Portal by March 15, 2025. Respondent received the December 2024 email.

8 R. As of March 16, 2025, Respondent, who was licensed as of November 15, 2023, had
9 not filed its Annual Report with the Commissioner, in violation of California Financial Code
10 section 100021(a). As a result, on March 18, 2025, the Commissioner issued a Notice of Failure to
11 File Annual Report by March 15, 2025 (Failure Notice) to Respondent via certified mail and email
12 listed under Company Contact on NMLS notifying Respondent that the Department will issue a
13 Desist and Refrain Order and Order Assessing Penalties under California Financial Code section
14 90015(c) and (d)(1) and will also move to revoke Respondent's DCLA license under California
15 Financial Code sections 100003(b)(3) and 100003.3(b)(1) if the Annual Report is not filed before
16 March 28, 2025.

17 S. On March 19, 2025, Respondent filed its Annual Report with the Commissioner, in
18 violation of California Financial Code section 100021(a). Pursuant to California Financial Code
19 section 90012(b)(8), a penalty may be imposed for any unlawful act or practice with respect to
20 consumer financial products or services in violation of California Financial Code sections
21 90003(a)(1), (a)(2), and 100021(a).

22 T. Therefore, on April 3, 2025, the Commissioner issued a Desist and Refrain Order and
23 Order Assessing Penalties pursuant to California Financial Code section 90015(c) and (d)(1) (Desist
24 and Refrain Order) for DCLA license number 11356-99.

25 U. On April 4, 2025, Respondent notified the Commissioner that Respondent wished to
26 resolve the Desist and Refrain Order without a hearing.

27 V. On May 28, 2025, Respondent submitted a surrender request for DCLA License No.
28 11356-99 via NMLS.

1 W. On June 4, 2025, Respondent established a Designated Email Address.

2 X. The Commissioner finds that entering into this Settlement Agreement is in the public
3 interest and consistent with the purposes fairly intended by the policies and provisions of the CCFPL
4 and DCLA.

5 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set
6 forth herein, the parties agree as follows:

7 **II.**

8 **TERMS AND CONDITIONS**

9 1. Purpose. The parties intend to resolve this matter for the purpose of judicial economy
10 and expediency and without the uncertainty and expense of a hearing or other litigation.

11 2. Finality of Desist and Refrain Order. Pursuant to California Financial Code section
12 90015(d), Respondent is hereby ordered to desist and refrain from engaging in unlawful acts and
13 practices with respect to consumer financial products or services in violation of the California
14 Financial Code section 90003(a)(1). Respondent is also hereby ordered to desist and refrain from
15 offering or providing to a consumer any financial product or service not in conformity with the
16 following consumer financial laws, including California Financial Code section 100021(a) of the
17 DCLA, in violation of California Financial Code section 90003(a)(2). This desist and refrain order is
18 final and effective from the effective date of this Settlement Agreement, as defined in paragraph 26
19 (Effective Date).

20 3. Administrative Penalty. Respondent shall pay an administrative penalty of \$1,500.00
21 no later than 30 days after the Effective Date of this Settlement Agreement as defined in paragraph
22 26. The penalty shall be invoiced through NMLS. The NMLS payment instruction will reference
23 40190. In the alternative, Respondent may pay by Automated Clearing House (ACH) or a cashier's
24 check directly to the Department of Financial Protection and Innovation (DFPI) to the attention of
25 Accounting – Litigation, Department of Financial Protection and Innovation, 651 Bannon Street,
26 Suite 300, Sacramento, California 95811. For any payment made directly to the DFPI, notice of the
27 payment must be concurrently sent to Sally Hong, Senior Counsel, Department of Financial

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Protection and Innovation, One Sansome Street, Suite 600, San Francisco, California 94104 /
Sally.Hong@dfpi.ca.gov.

4. License Surrender. In consideration of Respondent's satisfying the administrative penalty provision in paragraph 3, the Department agrees it will not unduly delay processing of Respondent's license surrender request.

5. Failure to Pay Administrative Penalty. If Respondent fails to comply with paragraph 3, the Commissioner may summarily suspend Respondent from engaging in business under its DCLA license until it provides evidence of compliance to the Commissioner's satisfaction. Respondent hereby waives any notice or hearing rights afforded under the Administrative Procedure Act, including California Government Code section 11415.60(b); Code of Civil Procedure; or any other provision of law to contest the summary suspension contemplated by this paragraph.

6. Waiver of Notice and Hearing Rights. Respondent acknowledges the Commissioner is ready, willing, and able to proceed with a hearing on the Desist and Refrain Order on the charges contained therein. Respondent hereby waives the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the CCFPL, DCLA, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law.

7. Full and Final Resolution. The parties hereby acknowledge and agree that this Settlement Agreement is intended to constitute a full, final, and complete resolution of the findings contained herein, and that no further proceedings or actions will be brought by the Commissioner in connection with the findings under the DCLA, Rosenthal Act, CCFPL or any other provision of law, excepting therefrom any proceeding to enforce compliance with the terms of this Settlement Agreement.

8. Failure to Comply with Settlement Agreement. Respondent agrees that if it fails to comply with the terms of this Settlement Agreement, the Commissioner may, in addition to all other available remedies it may invoke under the CCFPL or DCLA, summarily suspend/revoke the DCLA license of Respondent until Respondent is in compliance. Respondent waives any notice and hearing rights to contest such summary suspensions/revocations which may be afforded under the

CCFPL, DCLA, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection therewith.

9. Information Willfully Withheld or Misrepresented. This Settlement Agreement 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 Settlement Agreement.

10. Future Actions by Commissioner. If Respondent fails to comply with the terms of the Settlement Agreement, the Commissioner may institute proceedings for any and all violations otherwise resolved under this Settlement Agreement. 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 CCFPL or DCLA.

11. Assisting Other Agencies. Nothing in this Settlement Agreement limits the Commissioner's ability to assist any other government agency (city, county, state or federal) with any prosecution, administrative, civil or criminal action brought by that agency against Respondent or any other person based on any of the activities alleged in this matter or otherwise.

12. No Presumption Against Drafter. Each party acknowledges that it has had the opportunity to draft, review, and edit the language of this Settlement Agreement. Accordingly, the parties intend no presumption for or against the drafting party will apply in construing any part of this Settlement Agreement. The parties waive the benefit of Civil Code section 1654 as amended or corresponding provisions of any successor statute, which provide that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

13. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it has had the opportunity to receive independent advice from an attorney(s) and/or representatives with respect to the advisability of executing this Settlement Agreement.

14. Headings. The headings to the paragraphs of this Settlement Agreement are inserted for convenience only and will not be deemed a part hereof or affect the construction or interpretation of the provisions hereof.

1 15. Binding. This Settlement Agreement is binding on all heirs, assigns, and/or
2 successors in interest.

3 16. Reliance. Each of the parties represents, warrants, and agrees that in executing this
4 Settlement Agreement, it has relied solely on the statements set forth herein and the advice of its
5 own legal counsel, if represented. Each of the parties further represents, warrants, and agrees that in
6 executing this Settlement Agreement it has placed no reliance on any statement, representation, or
7 promise of any other party, or any other person or entity not expressly set forth herein, or upon the
8 failure of any party or any other person or entity to make any statement, representation, or disclosure
9 of anything whatsoever. The parties have included this clause: (1) to preclude any claim that any
10 party was in any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude
11 the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this
12 Settlement Agreement.

13 17. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
14 this Settlement Agreement will be valid or binding unless it is in writing and signed by each of the
15 parties. The waiver of any provision of this Settlement Agreement will not be deemed a waiver of
16 any other provision. No waiver by either party of any breach of, or of compliance with, any
17 condition or provision of this Settlement Agreement by the other party will be considered a waiver
18 of any other condition or provision or of the same condition or provision at another time.

19 18. Full Integration. This Settlement Agreement is the final written expression and the
20 complete and exclusive statement of all the agreements, conditions, promises, representations, and
21 covenants between the parties with respect to the subject matter hereof, and supersedes all prior or
22 contemporaneous agreements, negotiations, representations, understandings, and discussions
23 between and among the parties, their respective representatives, and any other person or entity, with
24 respect to the subject matter covered hereby.

25 19. Governing Law. This Settlement Agreement will be governed by and construed in
26 accordance with California law. Each of the parties hereto consents to the jurisdiction of such court
27 and thereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient
28 forum to the maintenance of such action or proceeding in such court.

20. Counterparts. This Settlement Agreement 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.

21. Effect Upon Future Proceedings. If Respondent applies for any license, permit or qualification under the Commissioner’s current jurisdiction, or are the subject of any future action by the Commissioner to enforce this Settlement Agreement, then the subject matter hereof shall be admitted for the purpose of such application(s) or enforcement proceeding(s).

22. Voluntary Agreement. Respondent hereby enters into this Settlement Agreement 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 Settlement Agreement. The parties each represent and acknowledge that he, she or it is executing this Settlement Agreement completely voluntarily and without any duress or undue influence of any kind from any source.

23. Notice. Any notice required under this Settlement Agreement shall be provided to each party at the following addresses:

To Respondent: Prism Lending LLC
Andrew Cosgrove
6430 W Sunset Boulevard, Suite 708
Los Angeles, California 90028
andrew@prism.co

To the Commissioner: Sally Hong, Senior Counsel
Department of Financial Protection and Innovation
One Sansome Street, Suite 600
San Francisco, California 94104
Sally.Hong@dfpi.ca.gov

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

25. Public Record. Respondent hereby acknowledges that the Settlement Agreement is and will be a matter of public record.

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1 26. Effective Date. This Settlement Agreement shall become final and effective when
2 signed by all parties and delivered by the Commissioner’s agent via e-mail to Respondent at the
3 following email address: andrew@prism.co.

4 27. Authority to Sign. Each signatory hereto covenants that he/she possesses all
5 necessary capacity and authority to sign and enter into this Settlement Agreement and undertake the
6 obligations set forth herein.

7 Dated: June 24, 2025
8 Sacramento, California

KHALIL MOHSENI
Commissioner of Financial Protection and Innovation



9
10 By _____
11 MARY ANN SMITH
12 Deputy Commissioner
13 Enforcement Division
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15 Dated: June 23, 2025

PRISM LENDING LLC

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17 By _____
18 Noah Friedman, Managing Member
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