

In the Matter of:

THE COMMISSIONER OF FINANCIAL
PROTECTION AND INNOVATION,

Complainant,

V.

DLO Blocker DC-I, LLC,

Respondent.

9) CONSENT ORDER

The Commissioner of Financial Protection and Innovation (Commissioner), and DLO Blocker DC-I, LLC (Respondent) enter into this Consent Order.

I. RECITALS

A. The Commissioner has jurisdiction over the licensing and regulation of persons engaged in the business of finance lending and/or brokering under the California Financing Law (CFL). Cal. Fin. Code § 22000 *et seq.*

B. The CFL prohibits engaging in the business of a finance lender or broker without obtaining a license from the Commissioner. Cal. Fin. Code § 22100.

1 C. Respondent is a limited liability company with its principal place of business at 20
2 Horseneck Lane, Greenwich, CT 06830.

3 D. The Commissioner has never previously issued a license to Respondent under the
4 CFL, but Respondent applied for a CFL license on February 21, 2024, and that application is
5 currently pending.

6 E. During the Commissioner's review of this application, counsel for Respondent
7 provided information to the Commissioner showing that Respondent issued two (2) loans to
8 California borrowers between 2022 and 2024.

9 F. Based on that information, the Commissioner finds that:

10 i. Respondent made two (2) commercial loans subject to the CFL between
11 2022 and 2024; and

12 ii. Respondent made the loans without the required finance lender or broker
13 license, as applicable, from the Commissioner, in violation of California Financial Code
14 section 22100(a).

15 G. Respondent admits to the jurisdiction of the Commissioner and agrees to enter this
16 Consent Order to resolve this matter without the necessity of a hearing or litigation.

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

19 **II. TERMS AND CONDITIONS**

20 1. Purpose. This Consent Order resolves the issues before the Commissioner, set forth
21 above, in a manner that avoids the expense of a hearing and other possible court proceedings,
22 protects consumers, is in the public interest, and is consistent with the purposes, policies, and
23 provisions of the CFL.

24 2. Finality of Consent Order. Respondent agrees to comply with this Consent Order and
25 stipulates this Consent Order is hereby deemed final.

26 3. Administrative Penalty. Respondent shall pay a penalty of \$5,000 (Penalty) for the
27 violations recited herein.

28 4. Investigative Costs. Respondent shall pay the Commissioner's Investigative Costs

1 (Costs) in the amount of \$964.80.

2 5. Payment of Penalty and Costs. Respondent shall pay both the Penalty and Costs prior
3 to or concurrent with the Respondent's execution of this Consent Order. Penalty and Costs should be
4 made payable to the Commissioner in the form of a cashier's check or Automated Clearing House
5 deposit and transmitted to the attention of Accounting – Enforcement Division, Department of
6 Financial Protection & Innovation, 651 Bannan Street, Suite 300, Sacramento, CA 95811. Notice of
7 such payment shall promptly be sent to the attention of Stephanie Shea, Senior Counsel, at
8 stephanie.shea@dfpi.ca.gov. The Commissioner acknowledges receipt of payment of the Penalty and
9 Costs from Respondent before or contemporaneous with the Commissioner's execution of this
10 Consent Order.

11 6. Desist and Refrain Order. Pursuant to Financial Code section 22712, Respondent is
12 hereby ordered to desist and refrain from violating California Financial Code section 22100(a).

13 7. Review of CFL License Application. As of the Effective Date of this Consent
14 Order, the Commissioner shall proceed with its review of Respondent's CFL license application. If
15 the Commissioner approves the Respondent's CFL application and issues a CFL license to
16 Respondent, the issuance of a CFL license does not mean the Commissioner has concluded that
17 Respondent's or Respondent's affiliates' prior conduct complied with the CFL.

18 8. Waiver of Hearing Rights. Respondent acknowledges that the Commissioner is ready,
19 willing, and able to proceed with the filing of an administrative enforcement action on the charges
20 contained in this Consent Order. Respondent hereby waives the right to any hearings, and to any
21 reconsideration, appeal, or other right to review which may be afforded pursuant to the CFL, the
22 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
23 provision of law. Respondent further expressly waives any requirement for the filing of an action
24 pursuant to California Government Code Section 11415.60(b). By waiving such rights, Respondent
25 effectively consents to this Consent Order and all the terms become final.

26 9. Failure to Comply with Consent Order. Respondent agrees that if they fail to meet
27 any requirement of this Consent Order, the Commissioner may invoke all available remedies
28 under the CFL.

1 0. Information Willfully Withheld or Misrepresented. Notwithstanding paragraph 15
2 below, the Commissioner may revoke this Consent Order and may pursue any and all remedies
3 available under law against Respondent if the Commissioner discovers that Respondent knowingly
4 or willfully withheld or misrepresented material information.

5 1. Future Actions by Commissioner. If Respondent fails to comply with any terms of
6 this Consent Order, the Commissioner may institute proceedings for any and all violations
7 otherwise resolved under this Consent Order except insofar as Respondent's obligations hereunder
8 have been otherwise performed. The Commissioner reserves the right to bring any future actions
9 against Respondent, for any and all unknown violations of the CFL or any other law under the
10 Commissioner's jurisdiction.

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

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

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

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

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

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

13 8. Governing Law. This Consent Order will be governed by and construed in
14 accordance with California law. Each of the Parties hereto consents to the jurisdiction of such court,
15 and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient
16 forum to the maintenance of such action or proceeding in such court.

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

20 10. Effect Upon Future Proceedings. If Respondent is the subject of any future action by
21 the Commissioner to enforce this Consent Order, then the subject matter hereof may be used to
22 enforce the Consent Order. In consideration for Respondent's agreement to the terms of this
23 Consent Order, the Department will timely review and consider any future or pending application
24 and this Consent Order will not be the sole basis of any action to deny such application.

25 11. Voluntary Agreement. Respondent enters into this Consent Order voluntarily and
26 without coercion and acknowledges that no promises, threats or assurances have been made by the
27 Commissioner or any officer, or agent thereof, about this Consent Order. The Parties each represent
28 and acknowledge that he, she or it is executing this Consent Order completely voluntarily and

without any duress or undue influence of any kind from any source.

12. Notice. Any notice required under this Consent Order shall be provided to each party at the following addresses.

To Respondent: Sherry-Maria Safchuk, Partner
Orrick Herrington & Sutcliffe LLP
120 Broadway 4th Floor
Santa Monica, CA 90401
ssafchuk@orrick.com

To the Commissioner: Stephanie A. Shea, Senior Counsel
Department of Financial Protection and Innovation
1455 Frazee Road, Suite 315
San Diego, California 92108
Stephanie.Shea@dfpi.ca.gov

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

14. Public Record. Respondent hereby acknowledges that this Consent Order is and will be a matter of public record.

15. Effective Date. This Consent Order shall become final and effective when signed by all Parties and delivered by the Commissioner’s agent via e-mail to Respondent’s agent, Sherry-Maria Safchuk, counsel for Respondent, at ssafchuk@orrick.com.

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26. Authority to Sign. Each signatory hereto covenants that he, she, or they possess all necessary capacity and authority to sign and enter into this Consent Order and undertake the obligations set forth herein.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Consent Order on the dates set forth opposite their respective signatures.

Dated: July 28, 2025

Commissioner of Financial Protection and Innovation



By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: July 21, 2025

By _____
Name: Brian J. Rooder
Title: Vice President of DLO Blocker DC-I, LLC

APPROVED AS TO FORM AND CONTENT

Dated: July 21, 2025

By
SHERRY-MARIA SAFCHUK
Orrick Herrington & Sutcliffe LLP, Partner