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

In the Matter of:)	DCLA LICENSE No.: 10280-99
)	
THE COMMISSIONER OF FINANCIAL)	SETTLEMENT AGREEMENT
PROTECTION AND INNOVATION,)	
)	
Complainant.)	
)	
v.)	
)	
INSIGHT FINANCIAL, LLC)	
)	
Respondent.)	

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

I.
SUMMARY OF VIOLATION

Respondent is a licensed debt collector under the California Debt Collection Licensing Act, with license number 10028-99, and is subject to the jurisdiction of the Commissioner pursuant to California Financial Code §§ 100000 – 100025. Pursuant to Financial Code 100021(a), Respondent

1 was required to file an Annual Report with the Commissioner on or before March 15, 2025. The
2 Respondent failed to timely file the required Annual Report by March 15, 2025, but instead filed on
3 March 19, 2025, which constitutes a violation of the Financial Code. As a result, pursuant to
4 Financial Code section 90015, the Commissioner initiated the above-entitled matter and issued a
5 Desist and Refrain Order and Order Assessing Penalties against Respondent. The Respondent
6 timely responded to the Commissioner requesting to resolve the matter.

7 The purpose for this Settlement Agreement is to promote judicial economy and expediency,
8 to avoid the uncertainty and expense of a hearing or other litigation, and to settle and resolve the
9 violation described herein, and therefore, upon Respondent's payment of an administrative penalty
10 of \$1,500.00 within 30 days of this Settlement Agreement, this matter will be settled and resolved,
11 subject to the following terms and conditions.

12 II.

13 RECITALS

14 A. The Commissioner has jurisdiction over the licensing and regulation of persons
15 engaged in the business of debt collection in California under the Debt Collection Licensing Act and
16 the rules and regulations promulgated thereunder (DCLA) (Cal. Fin. Code §§ 100000 – 100025 and
17 10 C.C.R. §§ 1850 – 1850.70).

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

22 C. Respondent is a "covered person" as it is defined in Cal. Fin. Code § 90003(a)(1).

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

26 E. "Financial product or service" includes, among other things, "[c]ollecting debt
27 relating to a consumer financial product or service." (Cal. Fin. Code § 90005(k)(10)).
28

F. “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)).

G. The DCLA is a “consumer financial law” within the meaning of Cal. Fin. Code §§ 90003(a)(2) and 90005(d).

H. Respondent is a Florida limited liability company.

I. Respondent has a principal place of business at 5141 Central Avenue, St. Petersburg, Florida 33710.

J. Respondent is licensed as a debt collector under the DCLA with license number 10280-99.

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. California Financial Code section 100021(a) requires all DCLA licensees to file an annual report with the Commissioner, on or before March 15, that contains all relevant information that the Commissioner reasonably requires concerning the business and operations conducted by the licensee in the state during the preceding calendar year, including information regarding collection activity (Annual Report).

M. Pursuant to California Financial Code section 100015(a), the Commissioner is authorized to establish relationships or contracts with the Nationwide Multistate Licensing System & Registry (NMLS)¹ to collect and maintain records and process transaction fees or other fees related to licensees or other persons subject to this division. Pursuant to California Code of Regulations, title 10, section 1850.16, the licensee shall establish an email for communications from the Commissioner (Designated Email Address). The email account shall be established and monitored in accordance with the requirements in California Financial Code section 331.5. By

¹ NMLS stands for Nationwide Multistate Licensing System & Registry and is the system of record for non-depository, 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 registering the Designated Email Address, the applicant consents to receive information from the
2 Commissioner at that email address, including, but not limited to, assessment notices.

3 N. On September 16, 2024, the Commissioner instructed all DCLA licensees via their
4 Designated Email Address to verify that their current Designated Email Address meets the
5 requirements and to update as needed (September 2024 Email). Respondent was licensed as of
6 January 3, 2023, but had not established a Designated Email Address, in violation of California
7 Code of Regulations, title 10, section 1850.16. Therefore, Respondent did not receive the
8 September 2024 Email.

9 O. On October 17, 2024, the Commissioner notified all DCLA licensees who had not
10 yet provided a Designated Email Address via the email listed under Primary Company Contact on
11 NMLS that they must provide a Designated Email Address immediately (October 2024 Email).
12 Respondent received the October 2024 Email but failed to read it or respond appropriately.

13 P. On December 6, 2024, the Commissioner provided all DCLA licensees via the
14 Designated Email Address with a sample of the Annual Report stating that detailed filing
15 instructions and access to the Annual Report will be provided on January 2, 2025. The email
16 reminded DCLA licensees that if they were licensed as of December 31, 2024, they must file the
17 Annual Report via the DFPI Self-Service Portal by March 15, 2025.

18 Q. Also on December 6, 2024, the Commissioner again notified all DCLA licensees
19 who had not yet provided a Designated Email Address via the email listed under Primary Company
20 Contact on NMLS that they must provide a Designated Email Address immediately. The
21 Commissioner also provided these licensees with a sample of the Annual Report stating that
22 detailed filing instructions and access to the Annual Report will be provided on January 2, 2025, but
23 they will not receive detailed filing instructions and access to the annual report without a
24 Designated Email Address. The email reminded the DCLA licensees that if they were licensed as
25 of December 31, 2024, they must file the Annual Report via the DFPI Self-Service Portal by March
26 15, 2025.

27 R. On January 3, 2025, the Commissioner notified all DCLA licensees via the
28 Designated Email Address that the Annual Report was accessible via the DFPI Self-Service Portal

1 and provided instructions for filing the Annual Report.

2 S. On February 14, 2025, the Commissioner again reminded all DCLA licensees via the
3 Designated Email Address that all DCLA licensees must file the Annual Report by the deadline of
4 March 15, 2025.

5 T. On March 3, 2025, the Commissioner gave a final reminder to all DCLA licensees
6 via the Designated Email Address that all DCLA licensees who were licensed as of December 31,
7 2024, must file the Annual Report by the deadline of March 15, 2025, stating that failure to file the
8 Annual Report may subject the DCLA licensee to suspension, revocation, penalties, or other
9 enforcement action.

10 U. As of March 16, 2025, Respondent, who was licensed as of March 6, 2023, had not
11 filed its Annual Report with the Commissioner, in violation of California Financial Code section
12 100021(a). As a result, on March 18, 2025, the Commissioner issued a Notice of Failure to File
13 Annual Report by March 15, 2025 (Failure Notice) to Respondent via certified mail and the email
14 listed under Company Contact on NMLS notifying Respondent that the Department will issue a
15 Desist and Refrain Order and Order Assessing Penalties under California Financial Code section
16 90015(c) and (d)(1).

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

22 W. Therefore, on April 1, 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).

25 X. On or around April 2, 2025, Respondent notified the Commissioner that Respondent
26 wished to resolve the Desist and Refrain Order.

27 Y. The Commissioner finds that entering into this Settlement Agreement is in the public
28 interest and consistent with the purposes fairly intended by the policies and provisions of the CCFPL

1 and DCLA.

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

4 **III.**

5 **TERMS AND CONDITIONS**

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

8 2. Finality of Desist and Refrain Order. Pursuant to California Financial Code section
9 90015(d), Respondent is hereby ordered to desist and refrain from engaging in unlawful acts and
10 practices with respect to consumer financial products or services in violation of the California
11 Financial Code section 90003(a)(1). Respondent is also hereby ordered to desist and refrain from
12 offering or providing to a consumer any financial product or service not in conformity with the
13 following consumer financial laws, including California Financial Code section 100021(a) and
14 California Code of Regulations, title 10, section 1850.16 of the DCLA, in violation of California
15 Financial Code section 90003(a)(2). This desist and refrain order is final and effective from the
16 effective date of this Settlement Agreement, as defined in paragraph 25 (Effective Date).

17 3. Administrative Penalty. Respondent shall pay an administrative penalty of \$1,500.00
18 by no later than 30 days after the Effective Date of this Settlement Agreement as defined in
19 paragraph 25. The penalty shall be invoiced through NMLS. The NMLS payment instruction will
20 reference 40166. In the alternative, Respondent may pay by Automated Clearing House (ACH) or a
21 cashier's check directly to the Department of Financial Protection and Innovation (DFPI) to the
22 attention of Accounting – Litigation, Department of Financial Protection and Innovation, 651
23 Bannon Street, Suite 300, Sacramento, California 95811. For any payment(s) made directly to the
24 DFPI, notice of the payment(s) must be concurrently sent to Safa Sajadi, Senior Counsel,
25 Department of Financial Protection and Innovation, 320 West 4th Street, Suite 750, Los Angeles,
26 CA 90013 / Safa.Sajadi@dfpi.ca.gov.

27 4. Failure to Pay Administrative Penalty. If Respondent fails to comply with paragraph
28 3, the Commissioner may summarily suspend Respondent from engaging in business under its

1 DCLA license until it provides evidence of compliance to the Commissioner's satisfaction.

2 Respondent hereby waives any notice or hearing rights afforded under the Administrative Procedure
3 Act, including California Government Code section 11415.60(b); Code of Civil Procedure; or any
4 other provision of law to contest the summary suspension contemplated by this paragraph.

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

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

17 7. Failure to Comply with Settlement Agreement. Respondent agrees that if it fails to
18 comply with the terms of this Settlement Agreement, the Commissioner may, in addition to all other
19 available remedies it may invoke under the CCFPL or DCLA, summarily suspend/revoke the DCLA
20 license of Respondent until Respondent is in compliance. Respondent waives any notice and
21 hearing rights to contest such summary suspensions/revocations which may be afforded under the
22 CCFPL, DCLA, the California Administrative Procedure Act, the California Code of Civil
23 Procedure, or any other provision of law in connection therewith.

24 8. Information Willfully Withheld or Misrepresented. This Settlement Agreement may
25 be revoked, and the Commissioner may pursue any and all remedies available under law against
26 Respondent if the Commissioner discovers that Respondent knowingly or willfully withheld or
27 misrepresented information used for and relied upon in this Settlement Agreement.
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1 9. Future Actions by Commissioner. If Respondent fails to comply with the terms of the
2 Settlement Agreement, the Commissioner may institute proceedings for any and all violations
3 otherwise resolved under this Settlement Agreement. The Commissioner reserves the right to bring
4 any future actions against Respondent, or any of its partners, owners, officers, shareholders,
5 directors, employees, or successors for any and all unknown violations of the CCFPL or DCLA.

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

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

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

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

23 14. Binding. This Settlement Agreement is binding on all heirs, assigns, and/or
24 successors in interest.

25 15. Reliance. Each of the parties represents, warrants, and agrees that in executing this
26 Settlement Agreement, it has relied solely on the statements set forth herein and the advice of its
27 own legal counsel, if represented. Each of the parties further represents, warrants, and agrees that in
28 executing this Settlement Agreement it has placed no reliance on any statement, representation, or

1 promise of any other party, or any other person or entity not expressly set forth herein, or upon the
2 failure of any party or any other person or entity to make any statement, representation, or disclosure
3 of anything whatsoever. The parties have included this clause: (1) to preclude any claim that any
4 party was in any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude
5 the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this
6 Settlement Agreement.

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

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

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

23 19. Counterparts. This Settlement Agreement may be executed in one or more separate
24 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall
25 together constitute a single document.

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20. 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).

21. 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.

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

To Respondent: Insight Financial, LLC
Becky Graham, CEO
5141 Central Avenue
St. Petersburg, FL 33710
Becky@theinsightsolution.com

To the Commissioner: Safa Sajadi, Senior Counsel
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013
Safa.Sajadi@dfpi.ca.gov

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

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

25. Effective Date. This Settlement Agreement shall become final and effective when signed by all parties and delivered by the Commissioner’s agent via e-mail to Respondent at the following email address: Becky@theinsightsolution.com.

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

Dated: August 6, 2025
Sacramento, California

KHALIL MOHSENI
Commissioner of Financial Protection and Innovation



By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: August 4, 2025

INSIGHT FINANCIAL, LLC

By _____
Becky Graham, CEO