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

In the Matter of:	)	CFL LICENSE NO. 60DBO-43811
THE COMMISSIONER OF FINANCIAL	)	CONSENT ORDER
PROTECTION AND INNOVATION,	)	
Complainant,	)	
v.	)	
APOYO FINANCIERO INC.	)	
Respondent.	)	

The Commissioner of Financial Protection and Innovation (Commissioner) and Apoyo Financiero Inc. (Respondent) (collectively the Parties) enter this Consent Order 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 lending under the California Financing Law (CFL) (Cal. Fin. Code § 22000 *et seq.*)

B. The CFL requires that all lenders making consumer loans in California must obtain a

1 license issued by the Commissioner. Cal. Fin. Code § 22100.

2 C. On January 1, 2020, Assembly Bill 539, also known as the Fair Access to Credit Act
3 (AB 539) became effective. AB 539 added Section 22304.5 to the CFL.

4 D. Financial Code section 22304.5(a) provides that, for any loan of a bona fide
5 principal amount of at least two thousand five hundred dollars (\$2,500.00) but less than ten
6 thousand dollars (\$10,000.00), as determined in accordance with Financial Code section 22251, a
7 finance lender may contract for or receive charges at a rate not exceeding an annual simple interest
8 rate of 36 percent per annum plus the Federal Funds Rate.

9 E. Pursuant to Financial Code section 22200:

10
11 “Charges” include the aggregate interest, fees, bonuses, commissions,
12 brokerage, discounts, expenses, and other forms of costs charged,
13 contracted for, or received by a licensee or any other person in connection
14 with the investigating, arranging, negotiating, procuring, guaranteeing,
15 making, servicing, collecting, and enforcing of a loan or forbearance of
16 money, credit, goods, or things in action, or any other service rendered.

17 F. In addition to the charges authorized under Section 22304.5, Financial Code section
18 22305 authorizes a CFL licensee to contract for and receive an administrative fee of up to seventy-
19 five dollars (\$75) with respect to a loan of a bona fide principal amount in excess of two thousand
20 five hundred dollars (\$2,500).

21 G. Per Financial Code section 22306, “[n]o amount in excess of that allowed by [the
22 CFL] shall be directly or indirectly charged, contracted for, or received by any person, and the total
23 charges of the finance lender . . . shall not exceed the maximum rate provided for [in the CFL].”

24 H. Financial Code sections 22305 and 22306 do not apply to any loan of a bona fide
25 principal amount of five thousand dollars (\$5,000) or more. Cal. Fin. Code § 22250(b).

26 I. On December 11, 2019¹, the Commissioner issued a Notice titled, “New
27 Requirements for Licensees Making Consumer Loans of \$2,500 to \$10,000 California Financing
28 Law.” In that Notice, the Department stated:

¹ <https://dfpi.ca.gov/regulated-industries/california-financing-law/california-financing-law-archived-announcements/>.

For loans of \$5,000 or more, any administrative fee charged is included in the calculation of charges and subject to the interest rate limitation. For loans in excess of \$2,500 but less than \$5,000, an administrative fee not to exceed \$75 may be charged in addition to the maximum rate of charges.

J. Respondent is a corporation with its principal place of business at 2300 Clayton Road, Suite 1170, Concord, CA 94520.

K. On March 14, 2014, the Commissioner issued a CFL license to Respondent.

L. On August 25, 2020, the Commissioner commenced a regulatory examination of Respondent. Among other violations, the Commissioner found that Respondent violated Financial Code sections 22304.5 and 22306.

M. As recently as January 2023, Respondent continued to violate Sections 22304.5 and 22306.

N. Respondent has taken corrective action for some of these violations by providing refunds to the borrowers. However, Respondent sent a notice to some borrowers in which it conditioned the borrower's receipt of a refund on the borrower requesting the refund and submitting certain information (Borrower Conditioned Refund Notice).

O. Respondent neither admits nor denies any of the findings contained in this Consent Order.

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

II. TERMS AND CONDITIONS

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

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

3. Desist and Refrain Order. Pursuant to Financial Code section 22712, Respondent is

hereby ordered to desist and refrain from violating Financial Code sections 22304.5 and 22306.

4. Administrative Penalty. Respondent shall pay a penalty of \$1,000,000 (Penalty) for the violations recited herein.

5. Investigative Costs. Respondent shall pay a portion of the Commissioner's Investigative Costs (Costs) in the amount of \$5,500.

6. Payment of Penalty and Costs. Respondent shall pay both the Penalty and Costs prior to or concurrent with the Respondent's execution of this Consent Order, but no later than October 20, 2025. Penalty and Costs should be made payable to the Commissioner in the form of a cashier's check or Automated Clearing House deposit and transmitted to the attention of Accounting – Enforcement Division, Department of Financial Protection & Innovation, 651 Bannan Street, Suite 300, Sacramento, CA 95811. Notice of such payment shall promptly be sent to the attention of Stephanie Shea, Senior Counsel, at stephanie.shea@dfpi.ca.gov. The Commissioner will not execute this Consent Order until the Commissioner has received Respondent's payment of the Penalty and Costs.

7. Consumer Relief. Respondent agrees to provide the following consumer relief:

i. No Further Collection Efforts. Pursuant to the desist and refrain order agreed to in Paragraph 3. above, Respondent shall immediately cease, or cause to be ceased, any attempt to receive payment on or collect any charges in excess of what the CFL permits. Any payment received from a borrower after the Effective Date, as defined in Paragraph 299. below (Effective Date), that is in excess of what the CFL permits shall be refused or returned, as applicable.

ii. Collection Action Dismissals. Within 45 calendar days of the Effective Date, Respondent shall file a request to vacate all court judgments entered against borrowers on any loans made by Respondent which include any charges in excess of what the CFL permits, or, if permissible, petition the court to reduce the judgement to an amount permissible under the CFL. Also within 45 calendar days of the Effective Date, Respondent shall, if permissible, amend their complaint to only seek amounts permissible under the CFL or shall voluntarily dismiss any court actions filed to collect on loans that involve

1 Respondent's attempt to receive payment on or collect any charges in excess of what the
2 CFL permits. Respondent must send notice of the action it takes under this paragraph to the
3 Borrower-defendant's last known mailing address. Within 70 calendar days of the Effective
4 Date, Respondent shall send a report to Stephanie Shea, Senior Counsel at
5 Stephanie.Shea@dfpi.ca.gov. That report must identify the Borrower's name, last known
6 address, the loan number, the court case number, the court's location, identify the type of
7 action taken under this paragraph, the date in which Respondent took that action, the amount
8 Respondent was originally attempting to collect, how much of that amount was in excess of
9 what the CFL permits, the amount Respondent is now seeking to collect (if applicable) and
10 the date in which Respondent sent applicable notice to the Borrower. Copies of the notices
11 Respondent sent to Borrower must be attached to that report. In the event Respondent
12 wishes to re-file an action against a Borrower that was previously vacated or voluntarily
13 dismissed under this paragraph, Respondent will do so only if permitted by law and will
14 only pursue amounts permitted under the CFL.

15 iii. Refunds.

16 a. Amount Already Refunded. Up to this point, as a result of the
17 Commissioner's examination and investigation into Respondent, Respondent has
18 refunded \$218,705.38 of charges it collected in excess of what the CFL permits.

19 b. Outstanding Refunds. To the extent that Respondent has collected
20 any amounts from borrowers in excess of the charges the CFL permits and has not
21 already refunded that excess to borrowers, Respondent shall refund those amounts to
22 the borrowers. Moreover, to the extent that Respondent has received any attorneys'
23 fees or costs in connection with a small claims action or judgment against a borrower
24 in which Respondent attempted to receive payment on or collected any charges in
25 excess of what the CFL permits, any such fees or costs shall be refunded to the
26 borrower as well. Apoyo shall provide any such refund owed to a borrower pursuant
27 to this Paragraph b., which will be subsequently referred to as a "Refund," according
28 to the instructions in Paragraphs c. – f. below.

1 c. Notice Confirming Borrower Address. At least seven (7) business
2 days before the issuance of any Refunds, Respondent shall send a notice (Notice
3 Confirming Borrower Address) to each borrower at the borrower's last known email
4 address and last known mailing address. The Notice Confirming Borrower Address
5 shall say:

6 As a result of a settlement with the California Department
7 of Financial Protection and Innovation, Apoyo Financiero
8 Inc. (we) owe you a refund of the charges you paid on your
9 loan. We will mail your refund check to the last known
10 address we have on file for you, which is [APOYO TO
11 INSERT ADDRESS]. If you would like to update your
12 mailing address information before we process your refund,
13 please contact us immediately at (925) 494-0341 extension
14 9820 or compliance@apoyofin.com.

15 If Respondent previously sent a Borrower Conditioned Refund Notice to a
16 Borrower (as set out in Section I.N above), Respondent should include the following
17 as the first sentence in the Notice Confirming Borrower Address: "This is a correction
18 to the notice we previously sent you about a refund we owed you." Respondent shall
19 include a copy of the Consent Order with the Notice Confirming Borrower Address.

20 d. Orally Communicating to Consumers. In the event Respondent does
21 not have an email address for a borrower to whom it owes a Refund, at least twenty
22 (20) business days before issuance of a Refund to these borrowers, and in lieu of
23 emailing the Notice Confirming Borrower Address to that borrower, Respondent
24 must call the borrower at the borrower's last known telephone number and relay the
25 Notice Confirming Borrower Address orally to that borrower. Respondent must
26 keep a written record of these calls.

27 e. Refund Notice and Instructions. The Refunds shall be made by
28 mailing a check for the total refund amount to the borrower's last known mailing
address no more than 67 calendar days from the Effective Date as set out in
Paragraph 29. below. If a refund of charges and a refund of small claims attorneys'

1 fees or costs are owed to the borrower, the Refund shall be provided in a single
2 check. Apoyo must send the refund check to the last known mailing address of the
3 Borrowers or an updated address, if applicable, with the following notice (Payment
4 Notice):

5 As a result of an Enforcement action by the California Department of
6 Financial Protection and Innovation, a refund of \$ [APOYO IS TO INSERT
7 THE DOLLAR AMOUNT OF THE REFUND] is being made for your
8 benefit. Please see the enclosed check. If you have any questions, please
contact us at (925) 494-0341 extension 9820 or compliance@apoyofin.com.

9 f. Fraudulently Cashed Checks. If a Borrower claims that someone else
10 fraudulently cashed a Refund check, then Apoyo must issue a replacement check to
11 the borrower within 20 calendar days of receipt of the Borrower's claim.

12 iv. Reporting. Within 70 calendar days from the Effective Date, Respondent
13 shall submit a report to Stephanie Shea at Stephanie.Shea@dfpi.ca.gov. That report must
14 identify the Borrower's name, last known address, refund amount, refund reason (*i.e.*,
15 interest/costs refund or small claims attorneys' fees or costs refund), refund check number,
16 and the date the Notice Confirming Borrower Address was emailed and/or mailed to the
17 Borrower, the date the Notice Confirming Borrower Address was orally communicated to
18 the borrower (if applicable), the date the Payment Notice and Refund was mailed to the
19 Borrower, and in the event Respondent must issue a replacement check under Paragraph
20 7.iii.f. above, the date the Borrower submitted the claim, the date Respondent sent the
21 replacement check and the check number for the replacement check.

22 8. No Consumer Waiver. Relief to any consumer under this Consent Order, including
23 payment of a Refund or discontinuance of collection on any loan, may not be conditioned on that
24 consumer waiving any right.

25 9. Handling of Uncashed Checks. Respondent shall escheat any returned or unclaimed
26 Refunds to the California State Controller's Office within the period provided the Unclaimed
27 Property Law (Cal. Civ. Proc. Code § 1500 *et seq.*). In the event of escheat, notice shall be sent
28 within seven business days of escheatment to the Commissioner at the Notice address in Paragraph

26. below. Notice of escheatment shall include a copy of any escheatment report(s) submitted to the California State Controller.

10. Waiver of Hearing Rights. Respondent acknowledges that the Commissioner is ready, willing, and able to proceed with the filing of an administrative enforcement action on the charges contained in this Consent Order. 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 CFL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law. Respondent further expressly waives any requirement for the filing of an action pursuant to California Government Code Section 11415.60(b). By waiving such rights, Respondent effectively consents to this Consent Order and all the terms become final.

11. 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 twenty (20) calendar date 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 Jose Maria Cid Michavila, email: jcid@apoyofin.com.

12. Failure to Comply with Consent Order. Respondent agrees that if it fails to comply with the terms of this Consent Order, the Commissioner may, in addition to all other available remedies it may invoke under the CFL, summarily suspend/revoke the CFL licenses of Respondent until Respondent is in compliance. Respondent waives any notice and hearing rights to contest such summary suspensions which may be afforded under the CFL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection therewith.

13. Information Willfully Withheld or Misrepresented. Notwithstanding Paragraph 19, below, the Commissioner may revoke and pursue any and all remedies available under the CFL against Respondent if the Commissioner discovers that Respondent knowingly or willfully withheld or misrepresented material information.

14. Future Actions by Commissioner. If Respondent fails to comply with any terms of

1 the Consent Order, the Commissioner may institute proceedings for any and all violations otherwise
2 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions
3 against Respondent, or any of its partners, owners, officers, shareholders, directors, employees or
4 successors for any and all unknown violations of the CFL.

5 15. Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner's
6 ability to assist a government agency (whether city, county, state, or federal) with any
7 administrative, civil, or criminal prosecutions brought by that agency against Respondent or any
8 other person based upon any of the activities alleged in this matter or otherwise.

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

12 17. Effect of Consent Order on License. The Commissioner hereby agrees, except as
13 otherwise set forth in this Consent Order, not to suspend or revoke Respondent's license, or take any
14 further action, based on the findings cited herein. Accordingly, this Consent Order, which resolves
15 said violations, does not affect Respondent's licensing status.

16 18. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in
17 interest of Respondent.

18 19. Reliance. Except as set forth in Paragraph 13, above, each of the Parties represents,
19 warrants, and agrees that in executing this Consent Order it has relied solely on the statements set
20 forth herein and the advice of its own counsel, if represented. Except as set forth in Paragraph 133,
21 above, each of the Parties further represents, warrants, and agrees that in executing this Consent
22 Order it has placed no reliance on any statement, representation, or promise of any other party, or
23 any other person or entity not expressly set forth herein, or upon the failure of any party or any other
24 person or entity to make any statement, representation or disclosure of anything whatsoever. The
25 Parties have included this clause: (1) to preclude any claim that any party was in any way
26 fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of parol
27 evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.

28 20. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of

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

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

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

16 23. 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 24. Effect Upon Future Proceedings. If Respondent is the subject of any future action by
20 the Commissioner to enforce this Consent Order, then the subject matter hereof may be used to
21 enforce the Consent Order. In consideration for Respondent's agreement to the terms of this
22 Consent Order, the Department will timely review and consider any future or pending application
23 from the Respondent, or Respondent's affiliates or subsidiaries, and this Consent Order or any
24 findings contained herein will not be the sole basis of any action to deny such application.

25 25. 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.

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

To Respondent: Rachel Rodman
Partner
White & Case LLP
701 Thirteenth Street NW
Washington, DC 20005
rachel.rodman@whitecase.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

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

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

29. 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 counsel at rachel.rodman@whitecase.com.

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

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

Dated: October 17, 2025

KHALIL MOHSENI
Commissioner of Financial Protection and Innovation

By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: October 17, 2025

By _____
Jose Maria Cid Michavila
CEO
Apoyo Financiero Inc.