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8 Attorneys for Complainant

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

11 In the Matter of: )  
12 THE COMMISSIONER OF FINANCIAL ) CONSENT ORDER  
13 PROTECTION AND INNOVATION, )  
14 Complainant, )  
15 v. )  
16 MidCap Financial Investment Corporation, )  
17 Respondent. )  
18

19  
20 The Commissioner of Financial Protection and Innovation (Commissioner), and MidCap  
21 Financial Investment Corporation (Respondent) enter into this Consent Order.

22 **I. RECITALS**

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

26 B. The CFL prohibits engaging in the business of a finance lender or broker without  
27 obtaining a license from the Commissioner. Cal. Fin. Code § 22100.  
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1 C. Respondent is a corporation with its principal place of business at 9 West 57th Street,  
2 New York, New York 10019.

3 D. Respondent was formerly known as Apollo Investment Corporation.

4 E. The Commissioner has never previously issued a license to Respondent under the  
5 CFL.

6 F. Respondent is the sole member and one hundred percent owner of MFIC Lender  
7 LLC (MFIC) which applied for a CFL license on January 5, 2024, and that application is currently  
8 pending.

9 G. During the Commissioner’s review of MFIC’s application, counsel for Respondent  
10 and MFIC provided information to the Commissioner showing that Respondent made nineteen (19)  
11 loans to California borrowers between 2018 and 2021.

12 H. Based on that information, the Commissioner finds that:

13 i. Respondent made nineteen (19) commercial loans subject to the CFL  
14 between 2018 and 2021; and

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

18 I. Respondent admits to the jurisdiction of the Commissioner and agrees to enter this  
19 Consent Order to resolve this matter without the necessity of a hearing or litigation.

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

22 **II. TERMS AND CONDITIONS**

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

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

1           3.           Administrative Penalty. Respondent shall pay a penalty of \$47,500 (Penalty) for the  
2 violations recited herein.

3           4.           Investigative Costs. Respondent shall pay the Commissioner’s Investigative Costs  
4 (Costs) in the amount of \$8,264.87.

5           5.           Payment of Penalty and Costs. Respondent shall pay both the Penalty and Costs prior  
6 to or concurrent with the Respondent’s execution of this Consent Order, but no later than  
7 September 23, 2025. Penalty and Costs should be made payable to the Commissioner in the form of  
8 a cashier’s check or Automated Clearing House deposit and transmitted to the attention of  
9 Accounting – Enforcement Division, Department of Financial Protection & Innovation, 651 Bannan  
10 Street, Suite 300, Sacramento, CA 95811. Notice of such payment shall promptly be sent to the  
11 attention of Stephanie Shea, Senior Counsel, at [stephanie.shea@dfpi.ca.gov](mailto:stephanie.shea@dfpi.ca.gov). The Commissioner will  
12 not execute this Consent Order until the Commissioner has received Respondent’s payment of the  
13 Penalty and Costs.

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

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

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

1           9.           Failure to Comply with Consent Order. Respondent agrees that if it fails to meet any  
2 requirement of this Consent Order, the Commissioner may invoke all available remedies under the  
3 CFL.

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

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

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

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

21           14.           Binding. This Consent Order is binding on all heirs, assigns, and/or successors in  
22 interest of Respondent.

23           15.           Reliance. Each of the Parties represents, warrants, and agrees that in executing this  
24 Consent Order it has relied solely on the statements set forth herein and the advice of its own  
25 counsel, if represented. Each of the Parties further represents, warrants, and agrees that in executing  
26 this Consent Order it has placed no reliance on any statement, representation, or promise of any  
27 other party, or any other person or entity not expressly set forth herein, or upon the failure of any  
28 party or any other person or entity to make any statement, representation or disclosure of anything

1 whatsoever. The Parties have included this clause: (1) to preclude any claim that any party was in  
2 any way fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of  
3 parol evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.

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

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

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

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

23 20. Effect Upon Future Proceedings. If Respondent is the subject of any future action by  
24 the Commissioner to enforce this Consent Order, then the subject matter hereof may be used to  
25 enforce the Consent Order. In consideration for Respondent's agreement to the terms of this  
26 Consent Order, the Department will timely review and consider any future or pending application  
27 and this Consent Order will not be the sole basis of any action to deny such application.  
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1           21.       Third Party Actions. This Consent Order does not create or give rise to any private  
2 rights or remedies against Respondent, or any of its past, present, and future predecessors, successors,  
3 parents, subsidiaries, affiliates, and related entities, and each of their respective partners, employees,  
4 agents, attorneys, officers, directors, shareholders, members, partners, joint ventures, representatives  
5 and assigns (the “entity parties”), create any liability on the part of Respondent or the entity parties,  
6 or limit the defenses of entity or the entity parties for any person or entity not a party to this Consent  
7 Order.

8           22.       Voluntary Agreement. Respondent enters into this Consent Order voluntarily and  
9 without coercion and acknowledge that no promises, threats or assurances have been made by the  
10 Commissioner or any officer, or agent thereof, about this Consent Order. The Parties each represent  
11 and acknowledge that he, she or it is executing this Consent Order completely voluntarily and  
12 without any duress or undue influence of any kind from any source.

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

15           To Respondent:                   Sherry-Maria Safchuk  
16   Orrick Herrington & Sutcliffe LLP, Partner  
17   120 Broadway 4th Floor  
18   Santa Monica, CA 90401 [ssafchuk@orrick.com](mailto:ssafchuk@orrick.com)

19           To the Commissioner:               Stephanie A. Shea, Senior Counsel  
20   Department of Financial Protection and Innovation  
21   1455 Frazee Road, Suite 315  
22   San Diego, California 92108  
23   [Stephanie.Shea@dfpi.ca.gov](mailto:Stephanie.Shea@dfpi.ca.gov)

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

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

28           26.       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](mailto:ssafchuk@orrick.com).



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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: September 30, 2025

KHALIL MOHSENI  
Commissioner of Financial Protection and Innovation



By \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner  
Enforcement Division

Dated: September 30, 2025

By \_\_\_\_\_  
Name:  
Title:  
MidCap Financial Investment Corporation

APPROVED AS TO FORM AND CONTENT

Dated: September 15, 2025

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