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

In the Matter of:	)	DCLA LICENSE No.: 11079-99
	)	
THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION,	)	CONSENT ORDER
	)	
Complainant.	)	
	)	
v.	)	
	)	
CARDINAL PROPERTY MANAGEMENT, INC.,	)	
	)	
Respondent.	)	
	)	

This Consent Order is entered into between the Commissioner of Financial Protection and Innovation (Complainant or Commissioner) and Respondent Cardinal Property Management, Inc. (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. Cardinal Property Management, Inc. (Respondent) has the Nationwide Multistate Licensing System & Registry (NMLS)<sup>1</sup> ID number 2324238.
- C. Respondent is a debt collector licensed by the Commissioner under the DCLA with license number 11079-99.

<sup>1</sup> 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 D. Respondent has a principal place of business at 3111 N. Tustin St. Suite 200, Orange,  
2 CA 92865.

3 E. Pursuant to California Financial Code section 100020(a) each licensee shall pay to the  
4 Commissioner its pro rata share of all costs and expenses reasonably incurred in the administration  
5 of this division, as estimated by the Commissioner, for the ensuing year and any deficit actually  
6 incurred or anticipated in the administration of the division in the year in which the annual fee is  
7 levied (Annual Assessment).

8 F. On or around September 30, 2025, pursuant to California Financial Code section  
9 100020(b) the Department duly notified Respondent via NMLS the amount of the annual fee  
10 schedule that will take effect on January 1, 2026, and that if the payment is not made by January 1,  
11 2026, the Commissioner shall assess and collect a penalty, in addition to the fee, of 1 percent of the  
12 assessment for each month or part of a month that the payment is delayed or withheld (Agency Fee  
13 Invoice). Moreover, the Agency Fee Invoice further notified Respondent that failure to pay the  
14 Annual Assessment may result in an order to summarily suspend or revoke the Debt Collection  
15 License Act license pursuant to California Financial Code section 100020(d).

16 G. On or around December 19, 2025, the Department again notified Respondent that  
17 failure to pay the Annual Assessment on or before January 1, 2026, may result in an order to  
18 summarily suspend or revoke the Debt Collection License Act license in addition to the mandatory  
19 penalty to be assessed and collected pursuant to California Financial Code section 100020(b).

20 H. As of January 7, 2026, Respondent failed to pay the Annual Assessment and/or any  
21 penalty assessed, in violation of California Financial Code section 100020(a) and (b).

22 I. Therefore, on January 7, 2026, the Commissioner issued an Order Summarily  
23 Revoking Debt Collection Licensing Act License pursuant to California Financial Code section  
24 100020(d) (Order Summarily Revoking). The Order Summarily Revoking directed Respondent to  
25 discontinue engaging in the business of collecting debt in this state unless and until the Annual  
26 Assessment and any penalty is received in good funds by the Department via NMLS.

27 J. Furthermore, on January 7, 2026, the Commissioner issued a Notice of Intent to Issue  
28 an Order Assessing Administrative Penalties Pursuant to California Financial Code sections

1 90012(c) and 90015(c) for the statutory amount of Twenty-Five Thousand Dollars (\$25,000.00).  
2 (Notice of Intent to Issue Administrative Penalties).

3 K. On January 13, 2026, Respondent notified the Commissioner that Respondent wished  
4 to resolve the Notice of Intent to Issue Administrative Penalties without a hearing.

5 L. The Commissioner finds that entering into this Consent Order is in the public interest  
6 and consistent with the purposes fairly intended by the policies and provisions of the DCLA.

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

9 **II.**

10 **TERMS AND CONDITIONS**

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

13 2. Rescission of Order Summarily Revoking Debt Collection Licensing Act License.  
14 The Commissioner hereby rescinds the Order Summarily Revoking Debt Collection Licensing Act  
15 License issued to Respondent on January 7, 2026.

16 3. Payment of Annual Assessment and Penalty. Respondent shall pay the Annual  
17 Assessment and penalty pursuant to California Financial Code section 100020(b) totaling \$2,753.00  
18 as stated in (a) through (c) below. The Annual Assessment and Penalty shall be invoiced through  
19 NMLS. The NMLS payment instruction will reference the following invoice numbers.

20 a. \$250.00, referencing DC251154 for the Annual Assessment, due by no later than  
21 January 2, 2026;

22 b. \$3.00, referencing DC251154P1 for the penalties pursuant to California Financial  
23 Code sections 100020(b), 900015(c), and 90012(c), due by no later than January 30, 2026;

24 c. \$2,500.00, referencing DC251154P2 for the penalties pursuant to California Financial  
25 Code sections 100020(b), 900015(c), and 90012(c), due by no later than February 06, 2026.

26 4. Failure to Pay Annual Assessment and Penalty. If Respondent fails to comply with  
27 paragraph 3, the Commissioner may summarily revoke Respondent’s DCLA license until it provides  
28 evidence of compliance to the Commissioner’s satisfaction. Respondent hereby waives any notice

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

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

10 6. Full and Final Resolution. The parties hereby acknowledge and agree that this  
11 Consent Order is intended to constitute a full, final, and complete resolution of the findings  
12 contained herein, and that no further proceedings or actions will be brought by the Commissioner in  
13 connection with the findings under the DCLA, California Consumer Financial Protection Law  
14 (CCFPL), Rosenthal Fair Debt Collection Practices Act (Rosenthal) or any other provision of law,  
15 excepting therefrom any proceeding to enforce compliance with the terms of this Consent Order.

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

23 8. Information Willfully Withheld or Misrepresented. This Consent Order may be  
24 revoked, and the Commissioner may pursue any and all remedies available under law against  
25 Respondent if the Commissioner discovers that Respondent knowingly or willfully withheld or  
26 misrepresented information used for and relied upon in this Consent Order.

27 9. Future Actions by Commissioner. If Respondent fails to comply with the terms of the  
28 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise

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

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

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

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

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.

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 legal  
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 covenants  
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 thereby 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 applies for any license, permit or  
24 qualification under the Commissioner’s current jurisdiction, or are the subject of any future action by  
25 the Commissioner to enforce this Consent Order, then the subject matter hereof shall be admitted for  
26 the purpose of such application(s) or enforcement proceeding(s).

27 21. Voluntary Agreement. Respondent hereby enters into this Consent Order voluntarily  
28 and without coercion and acknowledges that no promises, threats, or assurances have been made by

1 the Commissioner or any officer, or agent thereof, about this Consent Order. The parties each  
2 represent and acknowledge that he, she or it is executing this Consent Order completely voluntarily  
3 and without any duress or undue influence of any kind from any source.

4 22. Notice. Any notice required under this Consent Order shall be provided to each party  
5 at the following addresses:

6 To Respondent: Cardinal Property Management, Inc.  
7 Susan Naples, Chair of the Board/Owner  
8 3111 N. Tustin St. Suite 200  
9 Orange, CA 92865  
10 snaples@aol.com

11 To the Commissioner: Herb Thompson, Acting Deputy Commissioner  
12 Department of Financial Protection and Innovation  
13 651 Bannan Street, Suite 300  
14 Sacramento, CA 95811  
15 Herb.Thompson@dfpi.ca.gov

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

18 24. Public Record. Respondent hereby acknowledges that the Consent Order is and will  
19 be a matter of public record.

20 25. Effective Date. This Consent Order shall become final and effective when signed by  
21 all parties and delivered by the Commissioner’s agent via e-mail to Respondent at the following  
22 email address: snaples@aol.com.

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

Dated: February 3, 2026  
Sacramento, California

KHALIL MOHSENI  
Commissioner of Financial Protection and Innovation



By \_\_\_\_\_  
HERB THOMPSON  
Acting Deputy Commissioner  
Debt Collection Licensing Act

Dated: 02/03/2026

CARDINAL PROPERTY MANAGEMENT, INC.

By \_\_\_\_\_  
Susan Naples, Chair of the Board and Owner