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4 Department of Financial Protection and Innovation  
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6 Attorneys for Complainant  
7

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

10 In the Matter of: )  
11 )  
12 THE COMMISSIONER OF FINANCIAL )  
PROTECTION AND INNOVATION, )  
13 )  
14 Complainant, ) CONSENT ORDER  
15 v. )  
16 YOTTA TECHNOLOGIES, INC., )  
17 )  
18 Respondent. )

19 This Consent Order is entered into between the Commissioner of Financial Protection and  
20 Innovation of the Department of Financial Protection and Innovation (Commissioner) and  
21 Respondent Yotta Technologies, Inc. (Yotta) (collectively, the Parties).  
22

23 **I.**  
24 **RECITALS**

25 This Consent Order is made with respect to the following facts:

26 **A. Jurisdiction**

27 1. The Commissioner has jurisdiction over covered persons who engage, have engaged,  
28 and propose to engage in offering and providing a consumer financial product or service in California

1 and affiliated service providers under the California Consumer Financial Protection Law (CCFPL).  
2 Cal. Fin. Code §§ 90000-90019 (West 2026).

3 **B. Background**

4 Checking and Savings Accounts

5 2. At all relevant times, Yotta was a Delaware corporation with a business address at 2261  
6 Market Street, Suite 4313, San Francisco, CA 94114.

7 3. Yotta maintains a website at [www.withyotta.com](http://www.withyotta.com).

8 4. Adam Moelis is Yotta’s co-founder, former Chief Executive Officer, and a member of  
9 its Board of Directors.

10 5. Yotta has engaged in business in California by offering financial products and services,  
11 including offering high interest personal savings accounts to California consumers, but has not  
12 registered with the California Secretary of State to do business in California.

13 6. Beginning in at least 2020, Yotta advertised to California consumers on its website that  
14 it was “making saving instantly fun while also offering better economic value than most savings  
15 accounts” by partnering “with high value banks that pay way better rates.” It offered various financial  
16 products and services, including mobile check deposit, a credit card, a checking account, a savings  
17 account, bill pay, direct deposit, and money transfers through Automated Clearing House (ACH), wire,  
18 Zelle, Apple Pay, and Google Pay.

19 7. Yotta used a prize drawing to encourage consumers to place money in their Yotta  
20 savings account. According to Yotta:

21 Tickets are the bread and butter of earning interest through prizes with Yotta. All you have to  
22 do to earn Tickets, is to save! You get 1 Ticket, every day, for every \$25 sitting in your Yotta  
23 account....There are 6 numbers on each Ticket that you can choose yourself, or let us  
24 automatically randomly pick for you! Each Ticket is a chance to earn prizes through our Daily  
25 Contests.

26 8. Yotta marketed its services as safe and secure, stating “your money is always 100%  
27 safe and secure” and “Yotta is an FDIC insured savings account where you can win up to \$10mil every  
28 week. The best part is you can’t lose your money!” Yotta further assured California consumers they  
“can withdraw... money at any time, just like any other bank” and invited California consumers to  
“[t]ry Yotta, the only weekly contest where you never lose money.”

1           9.       Yotta represented to consumers that their cash deposits were protected because the  
2 funds were insured by the Federal Deposit Insurance Corporation (FDIC), first up to \$250,000, then  
3 later stating that consumers had the potential to gain “enhanced” FDIC insurance coverage on cash  
4 balances up to \$500,000.

5           10.       Since at least May of 2020 and through today, Yotta has promised California customers  
6 that money in a Yotta account was protected against loss because it was insured by the FDIC up to at  
7 least \$250,000. Yotta has made the following statements to consumers about the safety of their funds:

- 8           a.       “The best part is that Yotta is FDIC insured. The safety of your funds is our #1  
9           priority. Everything you deposit up to \$250,000 is insured by the government. That  
10           means, even if Yotta goes away, your money is safe.”
- 11           b.       “Yotta is an FDIC insured savings account where you can win up to \$10mil every  
12           week. The best part is you can’t lose your money!”
- 13           c.       “Yotta is 100% free, and your savings are FDIC insured through our partner bank,  
14           Evolve Bank & Trust, so there’s no risk.”
- 15           d.       “Is this even safe? Absolutely. The bank we partner with is FDIC insured just like  
16           Chase, Bank of America, Wells Fargo and every other bank you can drive to.”
- 17           e.       “Yotta offers Prize-Linked Savings Accounts to encourage our members to save  
18           more. Not only is your money held with Evolve Bank & Trust, member FDIC and  
19           eligible for FDIC insurance up to \$250,000, but we also pool a portion of the  
20           interest on deposits and pay it out in daily sweepstakes (sometimes called a “no-  
21           loss lottery”) with prizes ranging from 2 cents to \$1 million.”
- 22           f.       “Deposits are held with Evolve Bank & Trust, member FDIC. Funds held with  
23           Evolve Bank & Trust, member FDIC are eligible for FDIC insurance up to  
24           \$250,000.”
- 25           g.       “Yotta is like a no-lose lottery that allows you to win prizes for saving, spending  
26           and managing your money....But win or not, you never lose your FDIC-insured  
27           deposits, and you’ll always earn more interest than most banks at 0.20%  
28           guaranteed. You can’t lose.”

1 11. Yotta’s services were offered and marketed in California and Yotta received and  
2 accepted California consumers’ funds into Yotta’s accounts and transmitted these funds to third-party  
3 financial institutions and third-party affiliates.

4 12. California consumers with Yotta accounts were issued Evolve Bank and Trust (Evolve)  
5 routing and account numbers. These customers have maintained these routing and account numbers  
6 from at least 2020 through today.

7 13. Evolve is FDIC-insured. Evolve states on its website, <https://www.getevolved.com/>, it  
8 is “[b]acked by the full faith and credit of the U.S. Government.”

9 Brokerage Accounts with Synapse Brokerage

10 14. In October 2023, Yotta informed account holders that it would be opening brokerage  
11 accounts for its customers with Synapse Brokerage LLC (Synapse Brokerage), a subsidiary of Synapse  
12 Financial Technologies, Inc. (Synapse). Synapse offered technology and software that connected  
13 nonbank fintech platforms offering banking services to consumers with partner banks. Yotta informed  
14 its users that “Synapse Brokerage LLC is a U.S. SEC registered broker-dealer and member of the  
15 Financial Industry Regulatory Authority, Inc.” Sankeat Pathak is the founder and Chief Executive  
16 Officer of Synapse.

17 15. In an email sent to customers announcing the change, Yotta stated:

18 [Yotta is] making important changes to improve the functionality of the Platform offering to  
19 provide you with efficient access to certain financial services, including potential to gain  
20 enhanced FDIC insurance coverage on your funds deposited through the Platform on or after  
the Program Effective Date up to \$500,000.

21 16. Yotta further informed users:

22 By continuing to utilize [Yotta] ....., you are agreeing to open a Brokerage Account with  
23 Synapse Brokerage .... When your funds are withdrawn from the Program (e.g., transferred to  
your Brokerage Account), your funds may not be eligible to be covered under FDIC insurance.

24 17. After customers expressed confusion about this transition, Yotta informed them that:

25 Funds held at Yotta remain held at FDIC insured banks. We are moving away from using a  
26 single bank, which was Evolve Bank & Trust in order to access a network of FDIC insured  
27 banks. In order to do this, we are opening up regulated brokerage accounts, where funds are  
28 then deposited at a member FDIC bank. This is just a change on the backend that gives us  
access to more competitive interest rates, higher FDIC insurance (\$500K) and more

1 redundancies in partners. There's no change to your interaction with the Yotta app and funds  
2 are still held with member FDIC banks.

3 18. Yotta advised customers who did “not wish to have a Brokerage Account opened on  
4 [their] behalf” to contact Synapse so their account could be closed.

5 19. Although Yotta agreed to migrate savings accounts to Synapse Brokerage on or around  
6 October 11, 2023, account holders retained their pre-transition Evolve Bank routing and account  
7 numbers and were able to continue services such as direct deposit using their Evolve Bank account  
8 information.

9 20. Yotta agreed to migrate its account holders’ funds to Synapse Brokerage even though  
10 it had serious concerns about Synapse. When discussing possibly migrating these funds to Synapse  
11 Brokerage, Yotta expressed concerns about this plan stating “it’s Synapse- there’s significant risk in  
12 trusting them to execute a migration[.]”

13 21. Despite these concerns, Yotta moved forward with this change. For example, on  
14 October 11, 2023, Yotta’s Chief Executive Officer Adam Moelis stated that “today we are migrating  
15 to Synapse Brokerage [.] My concern is just that Synapse is gonna f\*\*\* everything up [.]as always [.]  
16 I don’t trust Sankaet [Synapse’s Chief Executive Officer ].”.

17 22. Yotta entrusted its account holders’ funds to Synapse even though Yotta’s  
18 management believed “Synapse constantly lies[.] Just feels like [S]ynapse is always overpromising to  
19 maintain business [a]nd then underdelivers...[i]n company killing ways.”

20 23. Despite these concerns, Yotta agreed to keep its customers’ funds with Synapse  
21 Brokerage.

### 22 Loss of Access to Funds

23 24. On April 22, 2024, six months after Yotta opened brokerage accounts for its customers,  
24 Synapse filed for Chapter 11 bankruptcy.

25 25. As a result of the bankruptcy filing, at least 18,155 California consumers with Yotta  
26 accounts lost access to their funds. These losses totaled at least twenty-eight million dollars.

27 26. Believing their cash deposits with Yotta were protected against loss, consumers  
28 reached out to the FDIC to file insurance claims for their lost funds, only to find out that FDIC  
insurance was not available to cover the consumers’ losses.





1 (3) a final payment of the remaining \$275,000 no later than twenty-four (24) months after the  
2 Effective Date.

3 The penalty shall be made payable in the form of an Automated Clearing House (ACH), company  
4 check, cashier's check, or money order to the Department of Financial Protection and Innovation and  
5 transmitted to the attention of Accounting – Litigation, Department of Financial Protection and  
6 Innovation, 651 Bannon Street, Suite 300, Sacramento, California 95811. Notice of the payment must  
7 be concurrently sent to Senior Counsel Megan Bruyns via e-mail at: [megan.bruyns@dfpi.ca.gov](mailto:megan.bruyns@dfpi.ca.gov).

8 D. If Yotta fails to make any payment by the date agreed or in the amount agreed according  
9 to the schedule set forth above, Yotta agrees and herein acknowledges that this constitutes a breach of  
10 this Consent Order entitling the Commissioner to issue a Final Order imposing the full penalty amount  
11 of \$48,000,000.00, minus any amount paid under the Consent Order, for violations of Financial Code  
12 section 90003(a)(1). This amount is immediately due and owing, including interest at the rate of 12%  
13 per annum, compounded daily beginning from the Effective Date of this Consent Order.

14 E. Non-Dischargeable. Yotta further agrees that the Penalty, described in this Consent  
15 Order are non-dischargeable under United States Code, title 11, section 523(a)(7), which provides an  
16 exception from discharge for any debt to the extent such debt is for a fine, penalty, or forfeiture payable  
17 to and for the benefit of a governmental unit.

18 F. Notice to Customers. Within sixty (60) calendar days of the Effective Date of this  
19 Consent Order, Yotta shall send the attached Notice to Customers (Notice) to all California customers  
20 with positive cash balances in their Yotta accounts as of May 17, 2024, using the following procedures.  
21 Yotta shall: (a) send the Notice by mail to each customer's last known address; (b) send the Notice via  
22 email to each customer's last known email address; (c) conspicuously publish the Notice on Yotta's  
23 website ([www.withyotta.com](http://www.withyotta.com)) and on all social media accounts (e.g., Twitter, Facebook, Reddit,  
24 LinkedIn, and Instagram); and (d) send a link to the Yotta's website page displaying the Notice to each  
25 customer's last known phone number via text message. The Notice shall not be accompanied by any  
26 other documents or text when emailed to consumers unless first approved by the Commissioner.

27 G. Customer Account Information. Within sixty (60) calendar days of the Effective Date  
28 of this Consent Order, Yotta shall send individual account information and statements for the month

1 of May 2024 to each California customer with a positive cash balance in their Yotta account as of  
2 May 17, 2024, using the following procedures. Yotta shall: (a) send the information by mail to each  
3 customer's last known mailing address; and (b) send the information via email to each customer's  
4 last known email address.

5 H. Point of Contact. Yotta shall designate a point of contact responsible for responding to  
6 customer questions for a period of 120 days after the Effective Date of this Consent Order. Contact  
7 information for the designated point of contact shall be prominently displayed in the Notice.

8 I. Declaration of Measures Taken. Within 120 days of the Effective Date of this Consent  
9 Order, Yotta shall have its authorized representative submit a declaration under penalty of perjury  
10 describing Yotta's compliance with the procedures set out in Paragraph E, F, and G. The declaration  
11 shall be sent to Megan Bruyns, Senior Counsel, Department of Financial Protection and Innovation,  
12 via electronic mail at Megan.Bruyns@dfpi.ca.gov.

13 J. Opportunity to Cure: In the event Yotta fails to comply with the terms of this Consent  
14 Order (except for the Desist and Refrain Order), Yotta will have 10 calendar days to cure such breach  
15 from the date written notice of the breach is emailed by the Commissioner to Yotta (Cure Notice) at  
16 the email address in Paragraph DD. Proof of cure, satisfactory to the Commissioner, shall be sent via  
17 traceable method with a notice via email by Yotta so that it is received within 15 days of the date of  
18 Cure Notice to Megan Bruyns, Senior Counsel, at megan.bruyns@dfpi.ca.gov.

19 K. Waiver of Hearing Rights. Yotta acknowledges that the Commissioner is ready,  
20 willing, and able to proceed with the filing of an administrative enforcement action on the charges  
21 contained in this Consent Order. Yotta hereby waives the right to any hearings, and to any  
22 reconsiderations, appeal, or other right to review which may be afforded pursuant to the CCFPL, the  
23 California Administrative Procedure Act, the California Code of Civil Procedure, or any other  
24 provision of law. By waiving such rights, Yotta effectively consents to this Consent Order and Desist  
25 and Refrain Order becoming final.

26 L. Full and Final Settlement. The Parties hereby acknowledge and agree that this Consent  
27 Order is intended to constitute a full, final, and complete resolution of the findings described herein in  
28 Paragraphs 1-36 and that no further proceedings or actions will be brought by the Commissioner in

1 connection with these findings under the CCFPL or any other provision of law, excepting therefrom  
2 any proceeding to enforce compliance with the terms of this Consent Order.

3 M. Failure to Comply with Consent Order. Yotta agrees that if it fails to comply with the  
4 terms of this Consent Order, the Commissioner may, in addition to all other available remedies he may  
5 invoke under the CCFPL, or any other provision of law, initiate cost recovery action(s) to recover any  
6 unpaid Penalty. Yotta waives any notice and hearing rights to contest such summary orders which may  
7 be afforded under the CCFPL, the California Administrative Procedure Act, the California Code of  
8 Civil Procedure, or any other provision of law in connection therewith. Yotta also waives procedural  
9 objections regarding jurisdiction, venue, or service.

10 N. Yotta agrees and acknowledges that it is aware of the provisions of Financial Code  
11 section 90015(g) that authorize the Commissioner to obtain a civil judgment against Yotta based on a  
12 final order of the Commissioner. Yotta agrees not to contest entry of any civil judgment issued under  
13 sections 90015(g) of the CCFPL. Yotta further acknowledges and agrees to accept service of all  
14 documents via registered mail at the following address: 2261 Market Street, Suite 4313, San Francisco,  
15 CA 94114 or at another address if Yotta promptly notifies the Commissioner in writing of the new  
16 address.

17 O. Information Willfully Withheld or Misrepresented. This Consent Order may be  
18 revoked and the Commissioner may pursue any and all remedies available under law against Yotta if  
19 the Commissioner discovers that Yotta knowingly or willfully withheld or misrepresented material  
20 information, including but not limited to Yotta's financial statements and supporting documents  
21 submitted to the Commissioner.

22 P. Third Party Actions. This Consent Order does not create any private rights or remedies  
23 against Yotta, create any liability for Yotta, or limit claims or defenses of Yotta for any person or  
24 entity not a party to this Consent Order.

25 Q. Future Actions by Commissioner. If Yotta fails to comply with any terms of the  
26 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise  
27 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions  
28

1 against Yotta, or any of its partners, owners, officers, shareholders, directors, employees or successors  
2 for any and all unknown violations of the CCFPL.

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

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

10 T. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in  
11 interest.

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

22 V. No Presumption Against Drafting Party. Each party acknowledges that it has had the  
23 opportunity to draft, review, and edit the language of this Consent Order. Accordingly, the Parties  
24 intend that no presumption for or against the drafting party will apply in construing any part of this  
25 Consent Order. The Parties waive the benefit of Civil Code section 1654 as amended or corresponding  
26 provisions of any successor statute, which provide that in cases of uncertainty, language of a contract  
27 should be interpreted most strongly against the party that caused the uncertainty to exist.  
28

1           W.     Independent Legal Advice. Each of the Parties represents, warrants, and agrees that it  
2 has received independent advice from its attorney(s) and/or representatives with respect to the  
3 advisability of executing this Consent Order.

4           X.     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 provision.  
7 No waiver by either party of any breach of, or of compliance with, any condition or provision of this  
8 Consent Order by the other party will be considered a waiver of any other condition or provision or of  
9 the same condition or provision at another time.

10          Y.     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 between  
14 and among the Parties, their respective representatives, and any other person or entity, with respect to  
15 the subject matter covered hereby.

16          Z.     Governing Law. This Consent Order shall be construed and enforced in accordance  
17 with and governed by California law. Each of the Parties hereto consents to the jurisdiction of such  
18 court in California, administrative or otherwise, best suited to handle any action or proceeding under  
19 this Consent Order, and hereby irrevocably waives, to the fullest extent permitted by law, the defense  
20 of an inconvenient forum to the maintenance of such action or proceeding in such court.

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

24          BB.    Effect Upon Future Proceedings. If Yotta applies for any license, permit or  
25 qualification under the Commissioner's current or future jurisdiction, or is the subject of any future  
26 action by the Commissioner to enforce this Consent Order, then the subject matter hereof shall be  
27 admitted for the purpose of such application(s) or enforcement proceeding(s).

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1 CC. Voluntary Agreement. Yotta enters into this Consent Order voluntarily and without  
2 coercion and acknowledges that no promises, threats or assurances have been made by the  
3 Commissioner or any officer, or agent thereof, about this Consent Order. The Parties each represent  
4 and acknowledge that he, she or it is executing this Consent Order completely voluntarily and without  
5 any duress or undue influence of any kind from any source.

6 DD. Notice. Any notice required under this Consent Order shall be provided to each party  
7 at the following addresses:

8 To Yotta:  
9 Adam Moelis  
10 2261 Market Street, Suite 4313  
11 San Francisco, California 94114  
12 support@withyotta.com

13 Cameron Stout and Kendra Canape  
14 Gordon Rees Scully Mansukhani, LLP  
15 5 Park Plaza, Suite 1100  
16 Irvine, California 92614  
17 cstout@grsm.com, kcanape@grsm.com

18 To the Commissioner:  
19 Megan Bruyns, Senior Counsel, Enforcement Division  
20 Department of Financial Protection and Innovation  
21 1455 Frazee Road, Suite 315  
22 San Diego, California 92108  
23 megan.bruyns@dfpi.ca.gov

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

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

28 GG. Effective Date. This Consent Order shall become final and effective when signed by  
all Parties and delivered by the Commissioner's counsel via e-mail to Yotta's counsel at  
cstout@grsm.com and kcanape@grsm.com.

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HH. 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: May 15, 2026

KHALIL MOHSENI  
Commissioner of Financial Protection and Innovation

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

Dated: May 8, 2026

YOTTA TECHNOLOGIES, INC.

By: \_\_\_\_\_  
ADAM MOELIS  
Board Member of Yotta Technologies, Inc.

Approved as to form and content:

Dated: May 8, 2026

By: \_\_\_\_\_  
CAMERON STOUT  
KENDRA CANAPE  
Gordon Rees Scully Mansukhani, LLP  
Attorneys for Yotta Technologies, Inc.