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STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF CORPORATIONS

TO: GVG FINANCIAL SERVICES, INC.
(DBA Cash N More)
3770 W. McFadden Avenue, Ste. B
Santa Ana, California 92704 - License # 100-0961

1649 W. Orangethorpe Avenue
Fullerton, California 92833 - License # 100-0965

10805 Orr & Day Road, Ste. C
Santa Fe Springs, California 90670 - License # 100-0964

1219 E. 17th Street
Santa Ana, California 92703 - License # 100-2474

1721 W. Katella Avenue, Ste. P
Anaheim, California 92804 - License # 100-3166

12845 Chapman Avenue
Garden Grove, California 92840 - License # 100-0962

119 W. Orangethorpe Avenue
Fullerton, California 92833 - License # 100-0963

1315 N. Tustin Avenue, Ste. C
Orange, California 92867 - License # 100-2185

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is entered into as of June 15, 2007, by and between the California Corporations Commissioner (“Commissioner”), on the one hand, and GVG Financial Services, Inc., dba Cash N More (“GVG”) and Robert Vizcarra (“Vizcarra”), on the other hand, (hereinafter collectively “the Parties”).

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RECITALS

This Agreement is made with reference to the following facts:

A. GVG is a corporation in good standing, duly formed and existing pursuant to the laws of the State of California, and authorized to conduct business in this State. GVG has its principal place of business located at 3770 W. McFadden Avenue, Suite B, Santa Ana, California 92704. GVG has seven further business locations situated at 1649 W. Orangethorpe Avenue, Fullerton, California 92833; 10805 Orr & Day Road, Suite C, Santa Fe Springs, California 90670; 1219 E. 17th Street, Santa Ana, California 92703; 1721 W. Katella Avenue, Suite P, Anaheim, California 92804; 12845 Chapman Avenue, Garden Grove, California 92840; 119 W. Orangethorpe Avenue, Fullerton, California 92833; and 1315 N. Tustin Avenue, Suite C, Orange, California 92867.

B. Vizcarra is, and was at the time of the issuance of the Desist and Refrain Order described in paragraph D below, the president of GVG. Vizcarra is authorized to enter into this Agreement on behalf of GVG.

C. GVG holds a total of eight licenses under the California Deferred Deposit Transaction Law (“CDDTL”) with the Commissioner pursuant to California Financial Code sections 23005, 23008 and 23009 (License Nos. 100-0961, 100-0962, 100-0963, 100-0964, 100-0965, 100-2185, 100-2474, and 100-3166).

D. On May 15, 2007, the Commissioner issued a Desist and Refrain Order (the “Order”) to GVG for violations of California Financial Code sections 23023, 23024, 23035, and 23036 of the CDDTL, a copy of which is attached and incorporated herein as Exhibit “1.” GVG was served with the Order on May 16, 2007.

E. It is the intention and desire of the parties to resolve this matter without the necessity of a hearing and/or other litigation.

F. GVG states that it has taken corrective action to avoid any future violations. GVG's goal is to remain in good standing with the Department and to be a good operator in full compliance with the law.

NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

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2 1. Purpose. The purpose of this Agreement is to settle and resolve the matters between
3 the parties hereto, for judicial economy and expediency, and to avoid the expense of a hearing, and
4 possible further court proceedings.

5 2. Waiver of Hearing Rights. GVG and Vizcarra acknowledge the right of GVG to a
6 hearing under the CDDTL in connection with the Order and hereby waive that right to a hearing, and
7 to any reconsideration, appeal, or other right to review which may be afforded pursuant to the
8 CDDTL, the California Administrative Procedure Act, the California Code of Civil Procedure, or
9 any other provision of law, and by waiving such rights, consent to the Order becoming final.

10 3. Admissions. GVG and Vizcarra admit the findings contained in the Order. The
11 admissions of GVG and Vizcarra are solely for the limited purposes of this proceeding and any
12 future proceeding(s) that may be initiated by or brought before the Commissioner against GVG,
13 Vizcarra, or any of the officers, directors, shareholders, or employees of GVG.

14 4. Citations. GVG hereby agrees to pay to the Commissioner citations totaling
15 THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500) for the citations issued to
16 it on May 15, 2007 (the "Citations"). GVG shall pay the Citations by way of two (2) equal
17 installments as follows:

18 (a) The first Citations installment shall be in the amount of \$18,750
19 ("Payment One") and shall take place on of the Effective Date of this Settlement
20 Agreement.

21 (b) The second Citations installment shall be in the amount of \$18,750 ("Payment Two")
22 and shall take place within thirty (30) days after Payment One.

23 In the event the payment due date falls on a weekend or holiday, the payment shall be due the
24 next business day. GVG shall make Payments One and Two by cashier's check, made payable to the
25 California Department of Corporations.

26 5. Voiding Deferred Deposit Transactions. GVG hereby agrees to void the following
27 fifteen (15) consumer deferred deposit transactions totaling THREE THOUSAND NINE
28 HUNDRED TWENTY DOLLARS (\$3,920) entered by and between GVG and/or its agent and
employee, Cain Rodriguez-Silva, and the borrowers, as follows:

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- (a) On or about March 13, 2006 in the amount of \$224.00, representing \$200.00 in principal and \$24.00 in fees.
- (b) On or about March 13, 2006 in the amount of \$224.00, representing \$200.00 in principal and \$24.00 in fees.
- (c) On or about March 25, 2006 in the amount of \$224.00, representing \$200.00 in principal and \$24.00 in fees.
- (d) On or about March 25, 2006 in the amount of \$224.00, representing \$200.00 in principal and \$24.00 in fees.
- (e) On or about April 15, 2006 in the amount of \$280.00, representing \$250.00 in principal and \$30.00 in fees.
- (f) On or about April 25, 2006 in the amount of \$224.00, representing \$200.00 in principal and \$24.00 in fees.
- (g) On or about April 28, 2006 in the amount of \$280.00, representing \$250.00 in principal and \$30.00 in fees.
- (h) On or about May 13, 2006 in the amount of \$280.00, representing \$250.00 in principal and \$30.00 in fees.
- (i) On or about May 13, 2006 in the amount of \$280.00, representing \$250.00 in principal and \$30.00 in fees.
- (j) On or about May 27, 2006 in the amount of \$280.00, representing \$250.00 in principal and \$30.00 in fees.
- (k) On or about May 27, 2006 in the amount of \$280.00, representing \$250.00 in principal and \$30.00 in fees.
- (l) On or about June 10, 2006 in the amount of \$280.00, representing \$250.00 in principal and \$30.00 in fees.
- (m) On or about June 10, 2006 in the amount of \$280.00, representing \$250.00 in principal and \$30.00 in fees.
- (n) On or about June 24, 2006 in the amount of \$280.00, representing \$250.00 in principal and \$30.00 in fees.
- (o) On or about June 24, 2006 in the amount of \$280.00, representing \$250.00 in principal and \$30.00 in fees.

In so voiding the aforementioned fifteen (15) consumer deferred deposit transactions, GVG

1 hereby agrees that no person shall have any right to collect or receive any amount provided in the
2 deferred deposit transactions, any charges, or fees in connection with the transactions. GVG further
3 agrees to pay a cash refund to the borrowers in the amount of \$3,920 (the "Refund Payment") and
4 said Refund Payment shall take place within thirty (30) days of the Effective Date of this Settlement
5 Agreement.

6 In the event the Refund Payment due date falls on a weekend or holiday, the payment shall
7 be due the next business day. GVG shall send the Refund Payment check by first class mail to the
8 borrowers' last known address. GVG shall immediately re-send the Refund Payment check returned
9 by the United States Post Office to the forwarding or corrected address.

10 If undeliverable, then the Refund Payment should escheat to the State of California within
11 the time period provided by Law. The term undeliverable as used herein means returned to GVG by
12 the United States Post Office for any reason.

13 6. Reports. GVG shall submit to the Commissioner a detailed report of the refund made
14 to the borrowers within two weeks of completion of payment. GVG shall also submit to the
15 Commissioner ninety (90) days after issuing the Refund Payment a report stating whether the refund
16 to the borrowers has been returned to GVG as undeliverable.

17 7. Costs. All costs associated with making the Refund Payment shall be borne by GVG.

18 8. Future Actions by the Commissioner. The Commissioner reserves the right to bring
19 future action(s) against GVG, Vizcarra, or any of the officers, directors, shareholders, or employees
20 of GVG for any and all unknown or future violations of the CDDTL.

21 This Agreement shall not serve to exculpate GVG, Vizcarra, or any of the officers, directors,
22 shareholders, or employees of GVG from liability for any and all unknown or future violations of the
23 CDDTL.

24 9. Failure to Timely Remit Citations and Refund Payment. GVG and Vizcarra
25 acknowledge that failure to timely pay any payment installment under this Agreement or make the
26 refund pursuant to this Agreement shall be a breach of this Agreement and shall be cause for the
27 Commissioner to immediately revoke any licenses held by, and/or deny any pending application(s)
28 of GVG, its successors and assigns, by whatever names they might be known, and/or any company

1 owned or controlled by Vizcarra. GVG and Vizcarra hereby waive any notice and hearing rights to
2 contest such revocations and/or denial(s) which may be afforded under the CDDTL, the California
3 Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law
4 in connection therewith.

5 10. Effective Date. This Agreement shall not become effective until signed, and
6 delivered by all parties.

7 11. Settlement Agreement Coverage. Except as otherwise provided, the parties hereby
8 acknowledge and agree that this Agreement is intended to constitute a full, final and complete
9 resolution of this matter. The parties further acknowledge and agree that nothing contained in this
10 Agreement shall operate to limit the Commissioner's ability to assist any other agency, (county, state
11 or federal) with any prosecution, administrative, civil or criminal, brought by any such agency
12 against GVG based upon any of the activities alleged in this matter or otherwise.

13 12. Independent Legal Advice. Each of the Parties represents, warrants, and agrees that
14 they have been advised to seek independent legal advice from an attorney with respect to the
15 advisability of executing this Agreement.

16 13. No Other Representation. Each of the parties represents, warrants, and agrees that in
17 executing this Agreement it has relied solely on the statements set forth herein and the advice of its
18 own counsel. Each of the parties further represents, warrants, and agrees that in executing this
19 Agreement it has placed no reliance on any statement, representation, or promise of any other party,
20 or any other person or entity not expressly set forth herein, or upon the failure of any party or any
21 other person or entity to make any statement, representation or disclosure of anything whatsoever.
22 The parties have included this clause: (1) to preclude any claim that any party was in any way
23 fraudulently induced to execute this Agreement; and (2) to preclude the introduction of
24 parol evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

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1 14. Modifications and Qualified Integration. No amendment, change or modification of
2 this Agreement shall be valid or binding to any extent unless it is in writing and signed by all of the
3 parties affected by it.

4 15. Full Integration. This Agreement, including the attached Order, is the final written
5 expression and the complete and exclusive statement of all the agreements, conditions, promises,
6 representations, and covenants between the parties with respect to the subject matter hereof, and
7 supercedes all prior or contemporaneous agreements, negotiations, representations, understandings,
8 and discussions between and among the parties, their respective representatives, and any other
9 person or entity, with respect to the subject matter covered hereby.

10 16. No Presumption From Drafting. In that the parties have had the opportunity to draft,
11 review and edit the language of this Agreement, no presumption for or against any party arising out
12 of drafting all or any part of this Agreement will be applied in any action relating to, connected, to,
13 or involving this Settlement Agreement. Accordingly, the parties waive the benefit of California
14 Civil Code section 1654 and any successor or amended statute, providing that in cases of
15 uncertainty, language of a contract should be interpreted most strongly against the party who caused
16 the uncertainty to exist.

17 17. Counterparts. This Agreement may be executed in any number of counter-parts by
18 the Parties, and when each Party has signed and delivered at least one such counterpart to the other
19 Party, each counterpart shall be deemed an original and taken together shall constitute one and the
20 same Agreement.

21 18. Headings and Governing Law. The headings to the paragraphs of this Agreement are
22 inserted for convenience only and will not be deemed a part hereof or affect the construction or
23 interpretation of the provisions hereof. This Agreement shall be construed and enforced in
24 accordance with, and governed by, the laws of the State of California.

25 19. Authority For Settlement. Each Party warrants and represents that such Party is fully
26 entitled and duly authorized to enter into and deliver this Agreement. In particular, and without
27 limiting the generality of the foregoing, each Party warrants and represents that it is fully entitled to
28 enter into the covenants, and undertake the obligations set forth herein.

1 20. Public Record. GVG and Vizcarra hereby acknowledge that this Agreement will be a
2 matter of public record.

3 21. Voluntary Agreement. The Parties each represent and acknowledge that he, she or it
4 is executing this Agreement completely voluntarily and without any duress or undue influence of
5 any kind from any source.

6 22. Notices. Notice shall be provided to each party at the following addresses:

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If to GVG to: 3770 W. McFadden Avenue
Suite B
Santa Ana, California 92704
Attn: Robert Vizcarra

If to the Commissioner to: Blaine A. Noblett
Corporations Counsel
Enforcement Division
Department of Corporations
320 W. 4th Street, Suite 750
Los Angeles, CA 90013-2344

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

Dated: 7/2/07

PRESETON DuFAUCHARD
California Corporations Commissioner

By _____
ALAN S. WEINGER
Lead Corporations Counsel
Enforcement Division

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Dated: 6-28-07

GVG FINANCIAL SERVICES, INC., dba
CASH N MORE

By _____
ROBERT VIZCARRA
President

State of California - Department of Corporations