

1 PRESTON DUFAUCHARD  
California Corporations Commissioner  
2 ALAN S. WEINGER  
Deputy Commissioner  
3 JOHNNY VUONG (CA BAR NO. 249570)  
Corporations Counsel  
4 Department of Corporations  
320 West 4<sup>th</sup> Street, Ste. 750  
5 Los Angeles, California 90013-2344  
Telephone: (213) 576-7585 Fax: (213) 576-7181  
6 Attorneys for Complainant  
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8 BEFORE THE DEPARTMENT OF CORPORATIONS  
9 OF THE STATE OF CALIFORNIA  
10

11 In the Matter of the Accusation of THE ) Case No.: 100-0930, 100-0931, 100-2363  
12 CALIFORNIA CORPORATIONS )  
13 COMMISSIONER, )  
14 Complainant, )  
15 vs. )  
16 CELEBRITY FINANCIAL, LLC, DBA ) SETTLEMENT AGREEMENT  
17 SHERMAN OAKS CHECK CASHING; )  
18 CHRISTOPHER F. DUNBAR; )  
19 CHRISTOPHER F. DUNBAR DBA CANOGA )  
20 PARK CHECK CASHING II; CHRISTOPHER )  
21 F. DUNBAR DBA SUNSET BLVD. )  
FINANCIAL SERVICES. )  
Respondents. )

22 This Settlement Agreement is entered into between Celebrity Financial, LLC dba Sherman  
23 Oaks Check Cashing (“Celebrity”), Christopher F. Dunbar dba Canoga Park Check Cashing II  
24 (“Canoga”), Christopher F. Dunbar dba Sunset Blvd. Financial Services (“Sunset”), and Christopher  
25 F. Dunbar, an individual, (“Dunbar”) (collectively “Respondents”), on the one hand, and the  
26 California Corporations Commissioner (“Commissioner”), on the other hand, and is made with  
27 respect to the following facts:  
28

1 **RECITALS**

2 A. Co-Respondent Celebrity is a limited liability company in good standing, duly formed  
3 and existing pursuant to the laws of the State of California, and authorized to conduct business in the  
4 State of California, doing business as Sherman Oaks Check Cashing.

5 B. Co-Respondent Celebrity is a deferred deposit originator licensed by the  
6 Commissioner pursuant to the California Deferred Deposit Transaction Law of the State of  
7 California (California Financial Code section 23000 et seq.) (“CDDTL”). Celebrity currently holds  
8 license 100-0930 issued under the CDDTL. The licensed location of Celebrity is at 15030 Ventura  
9 Blvd., # 20, Sherman Oaks, CA 91403.

10 C. According to the records of the California Department of Corporations  
11 (“Department”), Dunbar is a manager and partner of Celebrity and is authorized to enter into this  
12 agreement.

13 D. Co-Respondent Dunbar, an individual, is a deferred deposit originator licensed by the  
14 Commissioner pursuant to the CDDTL. Dunbar currently holds license 100-0931 under the fictitious  
15 business name Canoga Park Check Cashing II and license 100-2363 under the fictitious business  
16 name Sunset Blvd. Financial Services, both issued under the CDDTL. The licensed location of  
17 Canoga is 9015 Desoto Ave., Canoga Park, CA 91034. The licensed location of Sunset is 8174  
18 Sunset Blvd., Los Angeles, CA 90046.

19 E. Dunbar is the only owner of Canoga and Sunset and is authorized to enter into this  
20 agreement.

21 F. On October 5, 2009, the Commissioner personally served Respondents with a Notice  
22 of Intention to Revoke California Deferred Deposit Licenses and Bar Christopher F. Dunbar,  
23 Accusation to Revoke Deferred Deposit Transaction Licenses and Accusation to Bar Christopher F.  
24 Dunbar (“Accusation”), and accompanying documents dated September 28, 2009. Respondents have  
25 filed a Notice of Defense with the Commissioner on the above-referenced matter.

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

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

**TERMS AND CONDITIONS**

1  
2           1.       This Settlement Agreement is entered into for the purposes of judicial economy and  
3 expediency, and to avoid the expense of a hearing, and possible further court proceedings.

4           2.       Pursuant to Financial Code section 23045, Celebrity agrees to surrender to the  
5 Commissioner at the execution of this settlement agreement, its deferred deposit originator license,  
6 license 100-0930, and Dunbar agrees to surrender to the Commissioner at the execution of this  
7 settlement agreement, his deferred deposit originator licenses, licenses 100-0931 and 100-2363. The  
8 surrenders of licenses 100-0930, 100-0931, and 100-2363 will become effective immediately upon  
9 execution of this settlement agreement.

10          3.       Dunbar agrees to issuance of an Order Barring Christopher F. Dunbar from any  
11 Position of Employment, Management, or Control of any Deferred Deposit Originator. Dunbar  
12 acknowledges his right to an administrative hearing under Financial Code section 23011.5 in  
13 connection with the Order Barring Christopher F. Dunbar from any Position of Employment,  
14 Management, or Control of any Deferred Deposit Originator, and hereby waives his right to a  
15 hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant to the  
16 CDDTL, the California Administrative Procedure Act, the California Code of Civil Procedure, or  
17 any other provision of law in connection with these matters.

18          4.       The parties hereby acknowledge and agree that this Settlement Agreement is intended  
19 to constitute a full, final and complete resolution of this matter. The parties further acknowledge and  
20 agree that nothing contained in this Settlement Agreement shall operate to limit the Commissioner's  
21 ability to assist any other agency, (county, state or federal) with any prosecution, administrative,  
22 civil or criminal, brought by any such agency against Respondents based upon any of the activities  
23 alleged in this matter or otherwise.

24          5.       Each of the parties represents, warrants, and agrees that it has received independent  
25 advice from its attorney(s) and/or representatives with respect to the advisability of executing this  
26 Settlement Agreement.

27          6.       Each of the parties represents, warrants, and agrees that in executing this Settlement  
28 Agreement it has relied solely on the statements set forth herein and the advice of its own counsel  
and/or representative. Each of the parties further represents, warrants, and agrees that in executing

1 this Settlement Agreement it has placed no reliance on any statement, representation, or promise of  
2 any other party, or any other person or entity not expressly set forth herein, or upon the failure of any  
3 party or any other person or entity to make any statement, representation or disclosure of anything  
4 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in  
5 any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the  
6 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this  
7 Settlement Agreement.

8           7. This Settlement Agreement is the final written expression and the complete and  
9 exclusive statement of all the agreements, conditions, promises, representations, and covenants  
10 between the parties with respect to the subject matter hereof, and supercedes all prior or  
11 contemporaneous agreements, negotiations, representations, understandings, and discussions  
12 between and among the parties, their respective representatives, and any other person or entity, with  
13 respect to the subject matter covered hereby.

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

21           9. This Settlement Agreement may be executed in one or more counterparts, each of  
22 which shall be an original but all of which, together, shall be deemed to constitute a single  
23 document. A fax signature shall be deemed the same as an original signature.

24           10. Each signator hereto covenants that he/she possesses all necessary capacity and  
25 authority to sign and enter into this Settlement Agreement.

26 Dated: January 4, 2010

PRESTON DUFAUCHARD  
California Corporations Commissioner

27  
28 By \_\_\_\_\_  
ALAN S. WEINGER  
Deputy Commissioner

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Dated: December 31, 2009

Celebrity Financial, LLC dba Sherman Oaks Check Cashing Co.

By \_\_\_\_\_  
CHRISTOPHER F. DUNBAR, Owner

Dated: December 31, 2009

Christopher F. Dunbar, an individual doing business as Canoga Park Check Cashing II and Sunset Blvd. Financial Services

By \_\_\_\_\_  
CHRISTOPHER F. DUNBAR

Dated: December 31, 2009

Christopher F. Dunbar, an individual

By \_\_\_\_\_  
CHRISTOPHER F. DUNBAR

APPROVED AS TO FORM:

BARNHOLTZ & KUGLER

By \_\_\_\_\_

BRAD BARNHOLTZ, Attorney for CELEBRITY FINANCIAL, LLC DBA SHERMAN OAKS CHECK CASHING; CHRISTOPHER F. DUNBAR, AN INDIVIDUAL DBA CANOGA PARK CHECK CASHING II AND SUNSET BLVD. FINANCIAL SERVICES; CHRISTOPHER F. DUNBAR, AN INDIVIDUAL

PRESTON DUFAUCHARD

California Corporations Commissioner

By \_\_\_\_\_  
JOHNNY VUONG, Corporations Counsel