

1 MARY ANN SMITH
Deputy Commissioner
2 DOUGLAS M. GOODING
Assistant Chief Counsel
3 ERIK BRUNKAL (CA BAR NO. 166086)
Senior Corporations Counsel
4 DEPARTMENT OF BUSINESS OVERSIGHT
1515 K Street, Ste. 200
5 Sacramento, California 95814
Telephone: (916) 322-8782
6 Facsimile: (916) 445-6985
7

8 Attorneys for Complainant

9
10 BEFORE THE DEPARTMENT OF BUSINESS OVERISGHT
11 OF THE STATE OF CALIFORNIA
12

13 In the Matter of) FILE NO. 167113
14 THE COMMISSIONER of BUSINESS)
OVERSIGHT,) SETTLEMENT AGREEMENT BETWEEN
15) JEFFREY JORDAN dba JORDAN ADVISOR
Complainant,) GROUP and THE CALIFORNIA
16) DEPARTMENT OF BUSINESSS OVERSIGHT
v.) RESOLVING:
17) 1. DESIST AND REFRAIN ORDER; and
18 Jeffrey Jordan dba Jordan Advisor Group,)
19 Respondents.) 2. ORDER LEVYING ADMINISTRATIVE
20) PENALTIES

21 SETTLEMENT AGREEMENT

22 This Settlement Agreement ("Agreement") is entered into by and between the Complainant,
23 California Department of Business Oversight ("Department"), by and through Jan Lynn Owen,
24 Commissioner of Business Oversight ("Commissioner") and the Respondent, Jeffrey Jordan dba
25 Jordan Advisor Group (hereinafter collectively the "Parties").

26 RECITAL

27 This Agreement is made with reference to the following facts:

28 A. Jeffrey Jordan, an individual, doing business as Jordan Advisor Group, has a principal place

1 of business at 20 California Street, Floor 7, San Francisco, California 94111.

2 B. At all relevant times, Jeffrey Jordan was and is the sole owner and sole control person of
3 Jordan Advisor Group, a sole proprietorship.

4 C. In December 2013, Mr. Jordan moved from the State of Washington to the State of
5 California. At the same time, Mr. Jordan relocated the offices of Jordan Advisor Group to the
6 aforementioned location in the State of California.

7 D. On or about July 2, 2014, the Department received notice from the State of Washington,
8 Securities Division, that Jeffrey Jordan dba Jordan Advisor Group had moved its primary office to
9 California, but had failed to register in California. Consequently, the Department initiated an
10 investigation.

11 E. Mr. Jordan cooperated with the Department's investigation. The Department's investigation
12 found that Jeffrey Jordan dba Jordan Advisor Group had been offering investment advice for a fee
13 since December 2013, to four (4) clients, all of whom lived in California, from a main office
14 location in the State of California.

15 F. On or about November 4, 2014, Jeffrey Jordan dba Jordan Advisor Group filed an
16 application for registration with the Department. The application is currently pending the outcome
17 of this action.

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

20 TERMS AND CONDITIONS

21 1. **Purpose:** The purpose of this Agreement is to settle and resolve the matters between the
22 Parties hereto, for judicial economy and expediency, and to avoid the expense of a hearing, and
23 possible further court proceedings.

24 2. **Stipulation to the Desist and Refrain Order and Order Levying Administrative**
25 **Penalties and Waiver of Hearing Rights:** Jeffrey Jordan stipulates to the Desist and Refrain Order
26 and Order Levying Administrative Penalties. Further, Mr. Jordan acknowledges the right to a
27 hearing under the Corporate Securities Law of 1968 in connection with the Desist and Refrain
28 Order and hereby waives that right to a hearing, and to any reconsideration, appeal, or other right to

1 review which may be afforded pursuant to the Corporate Securities Law of 1968, the California
2 Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of
3 law, and by waiving such rights, consent to the Penalties becoming final.

4 3. **Acknowledgement and Stipulation to the Recital of Facts:** Jeffrey Jordan acknowledges
5 and stipulates to the foregoing recital of fact. The acknowledgment and stipulation by Jeffrey
6 Jordan is for the purpose of this and any other future proceedings that may be initiated by or
7 brought before the Department. The Parties agree that this Agreement and any acknowledgements
8 hereunder shall not be admissible or binding against Jeffrey Jordan or Jordan Advisor Group in any
9 action(s) brought against them by third parties that are not signatories to this Agreement.

10 4. **Certification:** Jeffrey Jordan stipulates to undertake all appropriate steps designed to assure
11 full compliance with the laws of California in the conduct of its business. Jeffrey Jordan
12 acknowledges that failure to comply under this Agreement shall be a breach of this Agreement and
13 shall be cause for the Commissioner to immediately revoke any licenses held by, and/or deny any
14 pending application(s) of Jeffrey Jordan, its successors and assigns, by whatever names they might
15 be known. Jeffrey Jordan hereby waives any notice and hearing rights to contest such revocations
16 and/or denial(s) which may be afforded under the Corporate Securities Law of 1968, the California
17 Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of
18 law in connection therewith.

19 5. **Administrative Penalties:** Jeffrey Jordan agrees to pay to the Commissioner penalties
20 totaling one thousand six hundred twenty-five dollars (\$1,625.00) (“Penalties”). Three hundred
21 seventy-five dollars (\$375.00) of such Penalties shall be paid within 10 days of the effective date of
22 this Agreement. The check shall be made payable to “The Department of Business Oversight,” and
23 shall be sent by Jeffrey Jordan to the following address:

24 Erik Brunkal, Esq.
25 Senior Corporations Counsel
26 Department of Business Oversight
27 1515 K St., Suite 200
28 Sacramento, CA 95814

The remainder of the penalties shall be paid in a similar fashion in five (5) equal

1 installments of two hundred fifty dollars (\$250.00) paid to the Department on or before the
2 following dates: February 28, 2015, March 31, 2015, April 30, 2015, May 31, 2015, and June 30,
3 2015. In the event the payment due date falls on a weekend or holiday, the payment shall be due
4 the next business day. Jeffrey Jordan acknowledges that failure to timely pay the Penalties in this
5 Agreement shall be a breach of this Agreement and shall be cause for the Commissioner to
6 immediately revoke any licenses held by, and/or deny any pending application(s) of Jeffrey Jordan
7 and/or Jordan Advisor Group, its successors and assigns, by whatever names they might be known.
8 Jeffrey Jordan hereby waives any notice and hearing rights to contest such revocations and/or
9 denial(s) which may be afforded under the Corporate Securities Law of 1968, the California
10 Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of
11 law in connection therewith.

12 6. **Future Actions by the Commissioner:** The Commissioner reserves the right to bring any
13 future action(s) against Jeffrey Jordan and/or any of the officers, directors, shareholders, or
14 employees of Jordan Advisor Group for any and all unknown or future violations of the Corporate
15 Securities Act of 1968. This Agreement shall not serve to exculpate Jeffrey Jordan or any of the
16 officers, directors, shareholders, or employees of Jordan Advisor Group from liability for any and
17 all unknown or future violations of the Corporate Securities Act of 1968.

18 7. **Effective Date:** This Agreement shall not become effective until signed, and delivered by
19 all parties.

20 8. **Settlement Agreement Coverage:** The Parties hereby acknowledge and agree that this
21 Agreement is intended to constitute a full, final, and complete resolution of this matter. The Parties
22 further acknowledge and agree that nothing contained in this Agreement shall operate to limit the
23 Commissioner's ability to assist any other agency, county, state or federal, with any prosecution,
24 administrative, civil or criminal, brought by any such agency against Jeffrey Jordan and/or Jordan
25 Advisor Group based upon any of the activities alleged in this matter or otherwise.

26 9. **Independent Legal Advice:** Each of the Parties represents, warrants, and agrees that it has
27 received or been advised to seek independent legal advice from its attorneys with respect to the
28 advisability of executing this Agreement.

- 1 10. **No Other Representation:** Each of the parties represents, warrants, and agrees that in
2 executing this Agreement it has relied solely on the statements set forth herein and the advice of its
3 own counsel. Each of the parties further represents, warrants, and agrees that in executing this
4 Agreement it has placed no reliance on any statement, representation, or promise of any other party,
5 or any other person or entity not expressly set forth herein, or upon the failure of any party or any
6 other person or entity to make any statement, representation or disclosure of anything whatsoever.
7 The parties have included this clause: (1) to preclude any claim that any party was in any way
8 fraudulently induced to execute this Agreement; and (2) to preclude the introduction of parol
9 evidence to vary, interpret, supplement, or contradict the terms of this Agreement.
- 10 11. **Modifications and Qualified Integration:** No amendment, change or modification of this
11 Agreement shall be valid or binding to any extent unless it is in writing and signed by all of the
12 parties affected by it.
- 13 12. **Full Integration:** This Agreement is the final written expression and the complete and
14 exclusive statement of all the agreements, conditions, promises, representations, and covenants
15 between the parties with respect to the subject matter hereof, and supersedes all discussions
16 between and among the parties, their respective representatives, and any other person or entity, with
17 respect to the subject matter covered hereby.
- 18 13. **No Presumption From Drafting:** In that the parties have had the opportunity to draft,
19 review and edit the language of this Agreement, no presumption for or against any party arising out
20 of drafting all or any part of this Agreement will be applied in any action relating to, connected to,
21 or involving this Agreement. Accordingly, the parties waive the benefit of Civil Code section 1654
22 and any successor or amended statute, providing that in cases of uncertainty, language of a contract
23 should be interpreted most strongly against the party who caused the uncertainty to exist.
- 24 14. **Counterparts:** This Agreement may be executed in any number of counter-parts by the
25 Parties, and when each party has signed and delivered at least one such counterpart to the other
26 party, each counterpart shall be deemed an original and taken together shall constitute one and the
27 same Agreement.
- 28 15. **Headings and Governing Law:** The headings to the paragraphs of this Agreement are

1 inserted for convenience only and will not be deemed a part hereof or affect the construction or
2 interpretation of the provisions hereof. This Agreement shall be construed and enforced in
3 accordance with, and governed by, the laws of the State of California.

4 16. **Authority For Settlement:** Each party warrants and represents that such party is fully
5 entitled and duly authorized to enter into and deliver this Agreement. In particular, and without
6 limiting the generality of the foregoing, each party warrants and represents that it is fully entitled to
7 enter into the covenants, and undertake the obligations set forth herein.

8 17. **Public Record:** Jeffrey Jordan hereby acknowledges that this Agreement will be a matter of
9 public record.

10 18. **Voluntary Agreement:** The Parties each represent and acknowledge that he, she, or it is
11 executing this Agreement completely voluntarily and without any duress or undue influence of any
12 kind from any source.

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

15 JAN LYNN OWEN
16 California Commissioner of Business Oversight

18 Dated: 1/16/15

19 By _____
20 MARY ANN SMITH
21 Deputy Commissioner
22 Enforcement Division

23 Dated: 1/13/15

24 Jeffrey Jordan, individually, and;
25 dba Jordan Advisor Group

26 By _____
27 Jeffrey Jordan
28