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8 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
9 OF THE STATE OF CALIFORNIA

10	In the Matter of:)	CFLL APPLICATION NO. 60DBO 49692
11	THE COMMISSIONER OF BUSINESS)	
12	OVERSIGHT,)	
13	Complainant,)	
14	v.)	CONSENT ORDER
15)	
16	LIBERTY CAPITAL GROUP, INC.,)	
17	Respondent.)	
18	_____)	

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21 This Consent Order (Consent Order) is entered into between the Commissioner of Business
22 Oversight (Commissioner) and Liberty Capital Group, Inc. (Liberty) and is made with respect to the
23 following facts:

24 **I.**

25 **RECITALS**

26 A. Liberty Capital Group, Inc. (Liberty) is a California corporation in good standing, with
27 its principal business address at 1011 Camino Del Rio South, Suite 440, San Diego, California
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1 92108. Liberty applied for a California Finance Lenders Law (CFLL) license on or about December
2 17, 2015 and it is currently pending. Liberty is not currently licensed as a CFLL lender or broker.

3 B. At all relevant times, Jules Adrian Dalsey was president of Liberty.

4 C. The Commissioner has jurisdiction over the licensing and regulation of persons and
5 entities engaged in the business of lending and brokering pursuant to the CFLL.

6 D. Liberty produced a broker report and loan files to the Commissioner from January
7 2012 to June 2016, which showed that Liberty had brokered 71 loans without a license and also
8 funded a commercial loan without a license.

9 E. The Commissioner finds that this action is appropriate, in the public interest, and
10 consistent with the purposes fairly intended by the policy and provisions of this law.

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

13 NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth
14 herein, the Parties stipulate as follows:

15 **II.**

16 **TERMS AND CONDITIONS**

17 1. Purpose. This Consent Order resolves the violations before the Commissioner in a
18 manner that avoids the expense of a hearing and possible further court proceedings, is in the public
19 interest, protects consumers, and is consistent with the purposes, policies, and provisions of the
20 CFLL.

21 2. Finality of the Consent Order. Liberty hereby agrees to comply with this Consent
22 Order and stipulates that the Consent Order is deemed final.

23 3. Finality of the Desist and Refrain Order Issued. In accordance with Financial Code
24 section 22712, Liberty stipulates that it is ordered to desist and refrain from violating the CFLL by
25 engaging in the business of a finance lender or broker without a license in violation of Financial Code
26 section 22100.

27 4. Waiver of Hearing Rights. Liberty acknowledges that the Commissioner is ready,
28 willing, and able to proceed with the filing of an administrative enforcement action on the

1 charges and Desist and Refrain Order contained in this Consent Order. Liberty hereby waives the
2 right to any hearings, and to any reconsideration, appeal, injunction, or other rights to review which
3 may be afforded pursuant to the Financial Code, the California Administrative Procedure Act, the
4 Code of Civil Procedure, or any other provision of law. Liberty further expressly waives any
5 requirement for the filing of an Accusation that may be afforded by Government Code section
6 11415.60, subdivision (b), the California Administrative Procedure Act, the Code of Civil Procedure,
7 or any other provision of law. By waiving such rights, Liberty effectively consents to this Consent
8 Order and Desist and Refrain Order herein becoming final.

9 5. Administrative Penalties. Liberty agrees to pay to the Commissioner penalties totaling
10 \$17,750.00 (Penalties). Such Penalties shall be paid by Liberty and received by the Commissioner
11 within 10 days of the Effective Date of this execution of this Consent Order as defined in paragraph 9.
12 The check shall be made payable in the form of a cashier’s check or Automated Clearing House
13 deposit to the “The Department of Business Oversight,” and transmitted to the attention of:

14 ATTN: Accounting-Litigation
15 The Department of Business Oversight
16 1515 K Street, Suite 200
17 Sacramento, California 95814

17 Notice of all payments shall be sent to (hard copy and electronic mail):

18 Johnny O. Vuong
19 Senior Counsel, Enforcement Division
20 Department of Business Oversight
21 320 West Fourth Street, Suite 750
22 Los Angeles, California 90013
23 E-mail: Johnny.Vuong@dbo.ca.gov

24 6. Restitution. Liberty agrees to pay to GreenOps LLC dba Company Pub and
25 Kitchen, restitution in the amount of \$2,721.87 within 10 days of the Effective Date of this
26 Consent Order as defined in paragraph 9. Any amount of restitution that cannot be paid to
27 GreenOps LLC dba Company Pub and Kitchen upon reasonable due diligence shall be escheated
28 to the State of California pursuant to the Unclaimed Property Act.

1 7. Full and Final Settlement. If Liberty fails to comply with any of the terms of the
2 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise
3 resolved under this Consent Order.

4 8. Future Actions by the Commissioner. The Commissioner reserves the right to bring
5 any future action(s) against Liberty or any of its partners, owners, officers, directors, shareholders,
6 employees, or successors for any and all unknown or future violations of the CFLL. This Consent
7 Order shall not serve to exculpate Liberty or any of its partners, owners, officers, directors,
8 shareholders, employees, or successors from liability for any and all unknown or future violations of
9 the CFLL. However, this Consent Order resolves and discharges Liberty of any further liability, fine,
10 discipline, or other punitive action that could have been brought by the Commissioner arising out of or
11 relating to the allegations made in the Consent Order.

12 9. Effective Date. This Consent Order shall not become effective until signed by all
13 parties and delivered by the Commissioner’s counsel by email to Liberty’s counsel at
14 ken@kengreenelaw.com.

15 10. Consent Order Coverage. The Parties hereby acknowledge and agree that this Consent
16 Order is intended to constitute a full, final, and complete resolution of this matter. The Parties further
17 acknowledge and agree that nothing contained in this Consent Order shall operate to limit the
18 Commissioner’s ability to assist any other agency (city, county, state, or federal) with any prosecution,
19 administrative, civil or criminal, brought by any such agency against Liberty based upon any of the
20 activities alleged in this matter or otherwise.

21 11. Independent Legal Advice. Each of the Parties represents, warrants, and agrees that it
22 has received or been advised to seek independent legal advice from its attorneys with respect to the
23 advisability of executing this Consent Order.

24 12. No Other Representation. Each of the Parties represents, warrants, and agrees that in
25 executing this Consent Order it has relied solely on the statements set forth herein and the advice of its
26 own counsel. Each of the Parties further represents, warrants, and agrees that in executing this Consent
27 Order it has placed no reliance on any statement, representation, or promise of any other party, or any
28 other person or entity not expressly set forth herein, or upon the failure of any party or any other

1 person or entity to make any statement, representation, or disclosure of anything whatsoever. The
2 Parties have included this clause: (1) to preclude any claim that any party was in any way fraudulently
3 induced to execute this Consent Order; and (2) to preclude the introduction of parol evidence to vary,
4 interpret, supplement, or contradict the terms of this Consent Order.

5 13. Modifications and Qualified Integration. No amendment, change or modification of
6 this Consent Order shall be valid or binding to any extent unless it is in writing and signed by all
7 of the parties affected by it.

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

14 15. No Presumption from Drafting. In that the Parties have had the opportunity to draft,
15 review and edit the language of this Consent Order, no presumption for or against any party arising out
16 of drafting all or any part of this Consent Order will be applied in any action relating to, connected to,
17 or involving this Consent Order. Accordingly, the Parties waive the benefit of Civil Code section
18 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a
19 contract should be interpreted most strongly against the party that caused the uncertainty to exist.

20 16. Signatures. A fax signature or scanned signature of this Consent Order shall be as
21 effective as an original ink signature.

22 17. Counterparts. This Consent may be executed in any number of counterparts by the
23 Parties, and when each party has signed and delivered at least one such counterpart to the other party,
24 each counterpart shall be deemed an original and taken together shall constitute one and the same
25 Consent Order.

26 18. Headings and Governing Law. The headings to the paragraphs of this Consent Order
27 are inserted for convenience only and will not be deemed a part hereof or affect the construction or
28

1 interpretation of the provisions hereof. This Consent Order shall be construed and enforced in
2 accordance with, and governed by, California law.

3 19. Settlement Authority. Each signator hereto covenants that he/she possesses all
4 necessary capacity and authority to sign and enter into this Consent Order on behalf of the named
5 party.

6 20. Public Record. Liberty hereby acknowledges that this Consent Order is and will
7 be a matter of public record.

8 21. Voluntary Agreement. The Parties each represent and acknowledge that it is
9 executing this Consent Order voluntarily and without any duress or undue influence of any kind
10 from any source.

11 IN WITNESS WHEREOF, the Parties have approved and executed this Consent Order on
12 the dates set forth opposite their respective signatures.

13
14 JAN LYNN OWEN
15 Commissioner of Business Oversight

16 Dated: 3/10/17

17 By _____
18 Mary Ann Smith
19 Deputy Commissioner

20 LIBERTY CAPITAL GROUP, INC.

21
22 Dated: 3/7/17

23 By _____
24 Jules Adrian Dalsey
25 President

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2 //

3 APPROVED AS TO FORM:

4
5 Dated: 3/9/17

By

Johnny O. Vuong
Senior Counsel, Commissioner of Business Oversight

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7
8 Dated: 3/8/17

By

Kenneth Charles Greene
Law Offices of Kenneth Charles Greene
Counsel for Liberty Capital Group, Inc.

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