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

**TO: JENEFER’S BAR & GRILL, INC.**  
**DBA NIX CHECK CASHING**  
**6336 Laurel Canyon Boulevard**  
**N. Hollywood, CA 91606**

**AMENDED**  
**CITATIONS**  
**AND**  
**DESIST AND REFRAIN ORDER**  
**(Pursuant to California Financial Code section 23058)**

The California Corporations Commissioner finds that:

1. Jenefer’s Bar & Grill doing business as Nix Check Cashing, hereinafter (“Licensee”) is, and was at all relevant times herein, a corporation, with its principal place of business located at 6336 Laurel Canyon Boulevard, N. Hollywood, CA 91606 (“Location 1”). Licensee has additional business locations as follows:

1060 Vine Street, Los Angeles, CA 90038 (“Location 2”).

13758 ½ Rosecoe Boulevard, Panarama City, CA 91402 (“Location 3”).

2. On or about December 31, 2004, Licensee obtained a license from the California Corporations Commissioner (“Commissioner”) to engage in the business of deferred deposit transactions at Locations 1, 2, and 3.

3. An examination of Licensee conducted by the Commissioner on October 9, 2007 disclosed the following violations at Locations 1, 2 and 3.

Citation A. Licensee failed to include the Department’s toll free number, which is 1-(866) Ask Corp (275-2677), in the notice distributed to the customer prior to entering into the agreement in violation of Financial Code section 23035 (c) (4).

Citation B. Licensee failed to include disclosure that the check is being negotiated as part of a deferred deposit transaction pursuant to section 23035 of the Financial Code and is not subject to the provisions of 1719 of the Civil Code and that no customer shall be required to pay treble

1 damages if the check does not clear in the notice distributed to the customer prior to entering into the  
2 agreement in violation of Financial Code section 23035 (c) (6).

3 Citation C. Licensee accepted checks and other documents in which blanks were left to be  
4 filled in after execution in violation Financial Code section 23037 (h). This violation was also  
5 disclosed during the previous regulatory examination that was conducted on May 15, 2006.

6 Pursuant to California Financial Code section 23058, Licensee is hereby ordered to pay to  
7 the Commissioner an administrative penalty for Location 1, Location 2 and Location 3 in the  
8 total amount \$16,500 for the following Citations within 30 days from the date of these Citations.

- 9
- 10 Citation A. \$4,500
- 11 Citation B. \$4,500
- 12 Citation C. \$7,500

13 Pursuant to California Financial Code section 23050, Licensee is hereby ordered to desist  
14 and refrain from engaging in the business of deferred deposit transactions in the State of  
15 California in violation of the above referenced sections.

16 These Citations and Desist and Refrain Order are necessary, in the public  
17 interest, for the protection of consumers and is consistent with the purposes, policies and  
18 provisions of the California Deferred Deposit Transaction Law. These Citations and Desist and  
19 Refrain Order shall remain in full force and effect until further order of the Commissioner.

20 These Citations are separate from any further action that may include  
21 other administrative, civil or criminal remedies that the Commissioner may take based upon the  
22 violations of law cited herein or otherwise.

23 California Financial Code section 23058 provides, in relevant part:

- 24 (a) If, upon inspection, examination or investigation, based upon a
- 25 complaint or otherwise, the department has cause to believe that a person
- 26 is engaged in the business of deferred deposit transactions without a license,
- 27 . . . the department may issue a citation to that person in writing, describing
- 28 with particularity the basis of the citation. Each citation may contain . . . an
- assessment of an administrative penalty not to exceed two thousand five hundred
- dollars (\$2,500) . . . .
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(c) If within 30 days from the receipt of the citation of the person cited fails to notify the department that the person intends to request a hearing as described in subdivision (d), the citation shall be deemed final.

(d) Any hearing held under this section shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code . . . .

California Financial Code section 23050 provides:

Whenever, in the opinion of the commissioner, any person is engaged in the business of deferred deposit transactions, as defined in this division, without a license from the commissioner, or any licensee is violating any provision of this division, the commissioner may order that person or licensee to desist and to refrain from engaging in the business or further violating this division. If, within 30 days, after the order is served, a written request for a hearing is filed and no hearing is held within 30 days thereafter, the order is rescinded.

The request for a hearing may be made by delivering or mailing a written request to:

Steven Thompson  
Special Administrator  
California Deferred Deposit Transaction Law  
Department of Corporations  
320 West 4<sup>th</sup> Street, Ste. 750  
Los Angeles, California 90013-2344  
(213) 576-7610

Dated: February 14, 2008  
Los Angeles, CA

PRESTON DUFAUCHARD  
California Corporations Commissioner

By \_\_\_\_\_  
STEVEN C. THOMPSON  
Special Administrator  
California Deferred Deposit Transaction Law

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**STATE OF CALIFORNIA**  
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**TO: JENEFER’S BAR & GRILL, INC.**  
**DBA NIX CHECK CASHING**  
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**N. Hollywood, CA 91606**

**CITATIONS**  
**AND**  
**DESIST AND REFRAIN ORDER**  
**(Pursuant to California Financial Code section 23058)**

The California Corporations Commissioner finds that:

1. Jenefer’s Bar & Grill doing business as Nix Check Cashing, hereinafter (“Licensee”) is, and was at all relevant times herein, a corporation, with its principal place of business located at 6336 Laurel Canyon Boulevard, N. Hollywood, CA 91606 (“Location 1”). Licensee has additional business locations as follows:

1060 Vine Street, Los Angeles, CA 90038 (“Location 2”).

13758 ½ Rosecoe Boulevard, Panarama City, CA 91402 (“Location 3”).

2. On or about December 31, 2004, Licensee obtained a license from the California Corporations Commissioner (“Commissioner”) to engage in the business of deferred deposit transactions at Locations 1, 2, and 3.

3. An examination of Licensee conducted by the Commissioner on October 9, 2007 disclosed the following violations at Locations 1, 2 and 3.

Citation A. Licensee failed to conduct deferred deposit business under name authorized in license in violation of Financial Code section 23023.

Citation B. Licensee failed to include the Department’s toll free number, which is 1-(866) Ask Corp (275-2677), in the notice distributed to the customer prior to entering into the agreement in violation of Financial Code section 23035 (c) (4).

1 Citation C. Licensee failed to include disclosure that the check is being negotiated as part of  
2 a deferred deposit transaction pursuant to section 23035 of the Financial Code and is not subject to  
3 the provisions of 1719 of the Civil Code and that no customer shall be required to pay treble  
4 damages if the check does not clear in the notice distributed to the customer prior to entering into the  
5 agreement in violation of Financial Code section 23035 (c) (6).

6 Citation D. Licensee accepted checks and other documents in which blanks were left to be  
7 filled in after execution in violation Financial Code section 23037 (h). This violation was also  
8 disclosed during the previous regulatory examination that was conducted on May 15, 2006.

9 Pursuant to California Financial Code section 23058, Licensee is hereby ordered to pay to  
10 the Commissioner an administrative penalty for Location 1, Location 2 and Location 3 in the  
11 total amount \$18,000 for the following Citations within 30 days from the date of these Citations.

- 12
- 13 Citation A. \$1,500
- 14 Citation B. \$4,500
- 15 Citation C. \$4,500
- 16 Citation D. \$7,500

17 Pursuant to California Financial Code section 23050, Licensee is hereby ordered to desist  
18 and refrain from engaging in the business of deferred deposit transactions in the State of  
19 California in violation of the above referenced sections.

20 These Citations and Desist and Refrain Order are necessary, in the public  
21 interest, for the protection of consumers and is consistent with the purposes, policies and  
22 provisions of the California Deferred Deposit Transaction Law. These Citations and Desist and  
23 Refrain Order shall remain in full force and effect until further order of the Commissioner.

24 These Citations are separate from any further action that may include  
25 other administrative, civil or criminal remedies that the Commissioner may take based upon the  
26 violations of law cited herein or otherwise.  
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California Financial Code section 23058 provides, in relevant part:

(a) If, upon inspection, examination or investigation, based upon a complaint or otherwise, the department has cause to believe that a person is engaged in the business of deferred deposit transactions without a license, . . . the department may issue a citation to that person in writing, describing with particularity the basis of the citation. Each citation may contain . . . an assessment of an administrative penalty not to exceed two thousand five hundred dollars (\$2,500) . . . .

(c) If within 30 days from the receipt of the citation of the person cited fails to notify the department that the person intends to request a hearing as described in subdivision (d), the citation shall be deemed final.

(d) Any hearing held under this section shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code . . . .

California Financial Code section 23050 provides:

Whenever, in the opinion of the commissioner, any person is engaged in the business of deferred deposit transactions, as defined in this division, without a license from the commissioner, or any licensee is violating any provision of this division, the commissioner may order that person or licensee to desist and to refrain from engaging in the business or further violating this division. If, within 30 days, after the order is served, a written request for a hearing is filed and no hearing is held within 30 days thereafter, the order is rescinded.

The request for a hearing may be made by delivering or mailing a written request to:

Steven Thompson  
Special Administrator  
California Deferred Deposit Transaction Law  
Department of Corporations  
320 West 4<sup>th</sup> Street, Ste. 750  
Los Angeles, California 90013-2344  
(213) 576-7610

Dated: December 28, 2007  
Los Angeles, CA

PRESTON DUFAUCHARD  
California Corporations Commissioner

By \_\_\_\_\_  
STEVEN C. THOMPSON  
Special Administrator  
California Deferred Deposit Transaction Law

## **SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT (“Agreement”) is entered into as of February 15, 2008 by and between the California Corporations Commissioner (“Commissioner”), on the one hand, and Jenefer’s Bar and Grill, Inc. dba Nix Check Cashing (“Jenefer’s Bar and Grill”) and Jenefer Roberts (Roberts), on the other hand, (hereinafter collectively “the Parties”).

### **RECITALS**

This Agreement is made with reference to the following facts:

A. Jenefer Robert’s Bar and Grill 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. Jenefer’s Bar and Grill has its principal place of business located at 6336 Laurel Canyon Boulevard, N. Hollywood, CA 91606. Jenefer’s Bar and Grill has additional licensed locations at 1060 Vine Street, Los Angeles, CA 90038 and 13758 ½ Rosecoe Boulevard, Panarama City, CA 91402.

B. Roberts is, and was at the time of the issuance of the Order described in paragraph D below, the President of Jenefer’s Bar and Grill. Roberts is authorized to enter into this Agreement on behalf of Jenefer’s Bar and Grill.

C. Jenefer’s Bar and Grill holds license numbers 100-3075, 100-3076 and 100-0377 from the Commissioner under the California Deferred Deposit Transaction Law (“CDDTL”) pursuant to California Financial Code sections 23005, 23008 and 23009.

D. On February 14, 2008, the Commissioner issued Amended Citation(s) and a Desist and Refrain Order (the “Order”) to Jenefer’s Bar and Grill for violation of California Financial Code section 23035 ((c) (4), 23035 (c) and (6), 23037 (h), a copy of which is attached and incorporated herein as Exhibit “1.” Jenefer’s Bar and Grill was served with the Amended Order on January 15, 2008.

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

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

### **TERMS AND CONDITIONS**

1. Purpose. The purpose of this Agreement is to settle and resolve the matters between the parties hereto, for judicial economy and expediency, and to avoid the expense of a hearing, and possible further court proceedings.
2. Waiver of Hearing Rights. Jenefer’s Bar and Grill and Roberts acknowledge the right of Jenefer’s Bar and Grill to a hearing under the CDDTL in connection with the Order

and hereby waive that right to a hearing, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the CDDTL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law, and by waiving such rights, consent to the Order becoming final.

3. Advice of Counsel. Roberts further acknowledges that she was advised to consult with counsel prior to entering into this Settlement Agreement and has decided not to consult with counsel.

4. Admissions. . Jenefer's Bar and Grill and Roberts admit the findings contained in the Order. The admissions of Jenefer's Bar and Grill and Roberts Pal are solely for the limited purposes of this proceeding.

5. Citations. Jenefer's Bar and Grill hereby agrees to pay to the Commissioner citations totaling SIXTEEN THOUSAND FIVE HUNDRED (\$16,500) (the "Citation"). Jenefer's Bar and Grill shall pay the Citation by way of twelve (12) equal installments of ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300) on before the first day of each month to commence on March 1, 2008. In the event the payment due date falls on a weekend or holiday, the payment shall be due the next business day. Jenefer's Bar and Grill shall make the checks for the payments payable to the California Department of Corporations and mail the checks to attention and address of the Department of Corporations person listed in paragraph 20. Notices.

6. Future Actions by the Commissioner. The Commissioner reserves the right to bring any future action(s) against Jenefer's Bar and Grill, Roberts, or any of the officers, directors, shareholders, or employees of Jenefer's Bar and Grill for any and all unknown or future violations of the CDDTL. This Agreement shall not serve to exculpate Jenefer's Bar and Grill, Roberts or any of the officers, directors, shareholders, or employees of Jenefer's Bar and Grill and from liability for any and all unknown or future violations of the CDDTL.

7. Failure to Timely Remit Citations and Refund. Jenefer's Bar and Grill and Roberts acknowledge that failure to timely pay any payment installment under this Agreement shall be a breach of this Agreement and shall be cause for the Commissioner to immediately revoke any licenses held by, and/or deny any pending application(s) of Jenefer's Bar and Grill and Roberts, its successors and assigns, by whatever names they might be known, and/or any company owned or controlled by Roberts. Jenefer's Bar and Grill and Roberts hereby waive any notice and hearing rights to contest such revocations and/or denial(s) which may be afforded under the CDDTL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection therewith.

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



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

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

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

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

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

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

15. Counterparts. This Agreement may be executed in any number of counter-parts by the Parties, and when each Party has signed and delivered at least one such counterpart to

the other Party, each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement.

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

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

18. Public Record. Jenefer's Bar and Grill and Roberts hereby acknowledge that this Agreement will be a matter of public record.

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

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

If to Jenefer's Bar and Grill to: Jenefer's Bar and Grill, Inc.  
Dab Nix Check Cashing  
6336 laurel Canyon Boulevard  
N. Hollywood, CA 91606  
Attn: Jenefer Roberts

If to the Commissioner to: Steven C. Thompson  
Special Administrator  
Financial Services Division  
Department of Corporations  
320 W. 4<sup>th</sup> 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: \_\_\_\_\_

PRESTON DuFAUCHARD  
California Corporations Commissioner

By \_\_\_\_\_  
ALAN S. WEINGER  
Lead Corporations Counsel  
Enforcement Division

Dated: \_\_\_\_\_

JENEFER'S BAR AND GRILL, INC. DBA  
NIX CHECK CASHING

By \_\_\_\_\_

JENEFER ROBERTS  
President

Dated: \_\_\_\_\_

By \_\_\_\_\_

JENEFER ROBERTS  
President