

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Deputy Commissioner
3 JUDY L. HARTLEY (CA BAR NO. 110628)
Senior Corporations Counsel
4 Department of Corporations
320 West 4th Street, Ste. 750
5 Los Angeles, California 90013-2344
Telephone: (213) 576-7604 Fax: (213) 576-7181
6 Attorneys for Complainant

8 BEFORE THE DEPARTMENT OF CORPORATIONS
9 OF THE STATE OF CALIFORNIA

10
11 In the Matter of the Accusation THE) OAH NO. L-2009050155
CALIFORNIA CORPORATIONS)
12 COMMISSIONER,) File No.: 603-A620
13)
Complainant,) SETTLEMENT AGREEMENT
14)
15 vs.)
16)
17 CHARLES T. CHRISTIANSEN, ROOVEN)
AKIBA, and SEAN R. ROBERTS,)
18)
19 Respondents.)

20 This Settlement Agreement is entered into between Charles T. Christiansen (“Christiansen”)
21 and the California Corporations Commissioner ("Commissioner"), and is made with respect to the
22 following facts:

23 **RECITALS**

24 A. Christiansen was at all times relevant to the underlying action, the chief executive
25 officer of FiVanta Funding Corp. formerly known as Champions Group Equity Lending (“FiVanta”),
26 a lender previously licensed by the California Corporations Commissioner (“Commissioner”)
27 pursuant to the California Finance Lenders Law of the State of California (California Financial Code
28 § 22000 et seq.) (“CFL”).

1 B. FiVanta held finance lenders license number 603-A620 from November 29, 2004
2 through April 9, 2008 when its lenders license was revoked for failing to maintain a surety bond as
3 required by the CFLL. FiVanta had its last licensed location at 133 Technology Drive, Suite 250,
4 Irvine, California.

5 C. On March 18, 2009, the Commissioner had Christiansen served with a Notice of
6 Intention to Issue Order Pursuant to California Financial Code Section 22169 (Bar From
7 Employment, Management or Control of Any Finance Lender and/or Broker), Accusation and
8 accompanying documents dated March 2, 2009

9 D. Christiansen has filed a Notice of Defense with the Commissioner in the above-
10 referenced matter. The matter is currently scheduled for trial on October 27 and 28, 2009 in the Los
11 Angeles Office of Administrative Hearings.

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

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

16 **TERMS AND CONDITIONS**

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

19 2. Christiansen, without admitting or denying any of the allegations contained in the
20 Accusation described in paragraph C above, hereby agrees to the issuance by the Commissioner of
21 an order barring Christiansen from any position of management or control of any finance lender
22 and/or broker. The bar order shall become effective upon execution of this Settlement Agreement.
23 A copy of the bar order is attached and incorporated as Exhibit A.

24 3. Christiansen acknowledges his right to an administrative hearing under Financial
25 Code section 22169 in connection with the bar and hereby waives his right to a hearing, and to any
26 reconsideration, appeal, or other rights which may be afforded pursuant to the Finance Lenders Law,
27 the California Administrative Procedure Act, the California Code of Civil Procedure, or any other
28 provision of law in connection with this matter herein.

1 4. This Settlement Agreement shall in no way constitute a waiver of Christiansen’s right
2 to petition for reinstatement or seek a reduction of penalty pursuant to California Government Code
3 Section 11522 after one year from the date of this Settlement Agreement. Christiansen, however,
4 acknowledges that he bears the burden of establishing rehabilitation and fitness to manage or control
5 a finance lender and/or broker in any petition for reinstatement or penalty reduction he may file with
6 the Commissioner, and that the Commissioner, by this Settlement Agreement, in no way assures
7 reinstatement or a penalty reduction after one year or at any time in the future.

8 5. The Commissioner shall cause this Settlement Agreement to be filed with the Office
9 of Administrative Hearings within five business days of its execution by the parties.

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

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

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

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

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

14 11. This Settlement Agreement shall not become effective until signed by all Parties and
15 delivered by all Parties.

16 12. This Settlement Agreement may be executed in one or more counterparts, each of
17 which shall be an original but all of which, together, shall be deemed to constitute a single
18 document. This Settlement Agreement may be executed by facsimile signature, and any such
19 facsimile signature by any party hereto shall be deemed to be an original signature and shall be
20 binding on such party to the same extent as if such facsimile signature were an original signature.

21 14. Each signator hereto covenants that he/she possesses all necessary capacity and
22 authority to sign and enter into this Settlement Agreement.

23 Dated: October 6, 2009

PRESTON DuFAUCHARD
California Corporations Commissioner

24 By _____
25 ALAN S. WEINGER
26 Deputy Commissioner

27 Dated: October 6, 2009

28 By _____
CHARLES T. CHRISTIANSEN, an individual

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APPROVED AS TO FORM:

MASONEK LAW GROUP

By _____
TERESA STRALEY, Attorneys for CHARLES T. CHRISTIANSEN

PRESTON DuFAUCHARD
California Corporations Commissioner

By _____
JUDY L. HARTLEY
Senior Corporations Counsel