

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Acting 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 Sean R. Roberts (“Roberts”) and the
21 California Corporations Commissioner (“Commissioner”), and is made with respect to the following
22 facts:

23 **RECITALS**

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

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2 through April 9, 2008 when its lenders license was revoked for failing to maintain a surety bond as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 Roberts served with a Notice of Intention
6 to Issue 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. Roberts has filed a Notice of Defense with the Commissioner in the above-referenced
10 matter. The matter is currently scheduled for trial on October 27 and 28, 2009 in the Los Angeles
11 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. Roberts, 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 Roberts from any position of employment, management or control of any finance
22 lender and/or broker. The bar order shall become effective upon execution of this Settlement
23 Agreement. A copy of the bar order is attached and incorporated as Exhibit A.

24 3. Roberts acknowledge his right to an administrative hearing under Financial Code
25 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 Escrow Law, the
27 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 Roberts’ right to
2 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. Roberts, however,
4 acknowledges that he bears the burden of establishing rehabilitation and fitness to be employed by,
5 or to manage or control a finance lender and/or broker in any petition for reinstatement or penalty
6 reduction he may file with the Commissioner, and that the Commissioner, by this Settlement
7 Agreement, in no way assures reinstatement or a penalty reduction after one year or at any time in
8 the future.

9 5. The Commissioner shall cause this Agreement to be filed with the Office of
10 Administrative Hearings no later than the morning of September 14, 2009.

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

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

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

1 introduction of parole evidence to vary, interpret, supplement, or contradict the terms of this
2 Settlement Agreement.

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

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

16 11. 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.

19 12. Each signator hereto covenants that he/she possesses all necessary capacity and
20 authority to sign and enter into this Settlement Agreement.

21 Dated: 8/26/09 PRESTON DuFAUCHARD
22 California Corporations Commissioner

23 By _____
24 ALAN S. WEINGER
25 Deputy Commissioner

26 Dated: 8/25/09
27 By _____
28 SEAN R. ROBERTS, an individual

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APPROVED AS TO FORM:

MASONEK LAW GROUP

By _____
TERESA STRALEY, Attorneys for SEAN R. ROBERTS

PRESTON DuFAUCHARD
California Corporations Commissioner

By _____
JUDY L. HARTLEY
Senior Corporations Counsel