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BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
OF THE STATE OF CALIFORNIA

In the Matter of)	CASE NO.
)	
THE COMMISSIONER OF BUSINESS OVERSIGHT OF THE STATE OF CALIFORNIA,)	STIPULATION
)	
Complainant,)	
v.)	
TAK CONSULTING LLC, ROLAND WILLIAMS, and KATHY HARRIS,)	
)	
Respondents.)	

IT IS HEREBY STIPULATED AND AGREED between TAK Consulting LLC and Roland Williams (collectively, “Respondents”) and the Commissioner of Business Oversight (“Commissioner”) as follows:

1. This Agreement is entered into for the purposes of judicial economy and expediency, and to avoid the time and expense of a hearing and possible further court proceedings.
2. Respondents neither admit nor deny the allegations in the Statement in Support of Order Levying Administrative Penalties Pursuant to Corporations Code section 25252; Claim for Ancillary Relief Pursuant to Corporations Code section 25254; and Desist and Refrain Order (“Statement in Support”).
3. Respondents agree to the following terms and conditions:

1 a. Respondents, jointly and severally, shall pay restitution to George Moore in the
2 amount of \$25,000.00, plus the legal rate of interest, for a total amount of
3 \$28,905.00. The amount of \$28,905.00 shall be paid in ten monthly
4 installments of \$2,890.50 each. The first payment of \$2,890.50 shall be made
5 by May 1, 2014, and each subsequent payment shall be made by the first day of
6 each month thereafter. Each payment shall be made by mailing a check to
7 George Moore. By the fifth day following each payment, Respondents shall
8 send proof of payment, in the form of a copy of the check made to George
9 Moore, to Joyce Tsai, counsel for the Department of Business Oversight, at her
10 address of record.

11 b. Respondents, jointly and severally, shall pay administrative penalties to the
12 Department of Business Oversight in the total amount of \$6,000.00. The
13 amount of \$6,000.00 shall be paid in two monthly installments of \$3,000.00
14 each. The first installment shall be paid by March 1, 2015 and the second
15 installment shall be paid by April 1, 2015. Each payment shall be made by
16 mailing a check to Joyce Tsai, counsel for the Department of Business
17 Oversight, at her address of record.

18 c. Respondents stipulate to the Desist and Refrain Order included in the Statement
19 in Support.

20 4. Pending the completion of these terms and conditions, the Commissioner shall not
21 issue any orders against Kathy Harris pursuant to the Statement in Support. Upon any failure of
22 Respondents to comply with these terms and conditions, the Commissioner shall immediately
23 issue an Order Imposing Penalties and Ancillary Relief jointly and severally against TAK
24 Consulting LLC, Roland Williams, and Kathy Harris, pursuant to the Statement in Support, and
25 the amounts payable pursuant to the Order Imposing Penalties and Ancillary Relief shall be due
26 immediately.

27 5. The parties hereby acknowledge and agree that this Agreement is intended to
28 constitute a final and complete resolution of the matters set forth in the Statement in Support and

1 constitutes the entire agreement between the parties with respect thereto. This Agreement
2 supersedes any and all prior or contemporaneous agreements between the parties hereto.

3 6. Notwithstanding any other provision contained herein, nothing in this Agreement
4 shall operate to limit the Commissioner's ability to investigate and prosecute violations of the law
5 not addressed herein, or to assist any other agency (county, state, or federal) with any prosecution,
6 administrative, civil or criminal, brought by such agency against TAK Consulting LLC, Roland
7 Williams, or Kathy Harris.

8 7. Respondents acknowledge their right to an administrative hearing under the
9 California Corporations Code, and hereby waive their right to a hearing, and to any
10 reconsideration, appeal, or other rights which may be afforded pursuant to the Corporations Code,
11 the California Administrative Procedure Act, the California Code of Civil Procedure, or any other
12 provision of law in connection with this matter.

13 8. Each party hereto represents and warrants that it has received independent advice
14 from its attorney(s) and/or other representatives prior to entering into this Agreement, and in
15 executing this Agreement relied solely on the statements set forth herein and the advice of its own
16 counsel and/or representative.

17 9. In that the parties have had the opportunity to draft, review and edit the language of
18 this Agreement, no presumption for or against any party arising out of drafting all or part of this
19 Agreement will be applied in any action relating to or arising out of this Agreement. Accordingly,
20 the parties hereby waive the benefit of California Civil Code section 1654 and any successor
21 statute.

22 10. The waiver of any provision of this Agreement shall not operate to waive any other
23 provision set forth herein, and any waiver, amendment and/or change to the terms of this
24 Agreement must be in writing signed by the parties hereto.

25 11. Each signatory hereto represents and warrants that he/she possesses the necessary
26 capacity and authority to execute this Agreement and bind the parties hereto.

27 12. This Agreement may be executed in one or more counterparts, each of which shall
28 be an original but all of which, together, shall be deemed to constitute a single document. A fax

1 signature shall be deemed the same as an original signature.

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JAN LYNN OWEN
Commissioner of Business Oversight

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Dated: 4/7/2014

By _____

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MARY ANN SMITH
Deputy Commissioner
Enforcement Division

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TAK CONSULTING LLC and
ROLAND WILLIAMS

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Dated: 4/7/2014

By _____

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Roland Williams, individually and on behalf of TAK
Consulting LLC

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