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

10
11 In the Matter of:) CRD NOS.: 138984, 285828
12 THE COMMISSIONER OF BUSINESS)
OVERSIGHT,)
13) CONSENT ORDER
Complainant,)
14 v.)
15 TECHNOVISION MANAGEMENT, LLC,)
16 Respondent.)
17)

18
19 This Consent Order is entered into between the Commissioner of Business Oversight
20 (Commissioner) and Respondent TechnoVision Management, LLC (TechnoVision Management),
21 and is made with respect to the following facts:

22 **RECITALS**

23 A. The Commissioner has jurisdiction over the licensing and regulation of investment
24 advisers under the Corporate Securities Law of 1968 (CSL) (Corp. Code, § 25000 et seq.) and the
25 regulations promulgated under it (Cal. Code Regs., tit. 10, § 260.000 et seq.).

26 B. TechnoVision Management is a Delaware limited liability company with its principal
27 place of business at 13224 Via Grande Drive, Saratoga, California 95070.

28 C. Milind M. Bedekar is the managing member of TechnoVision Management.

1 D. From February 14 to November 11, 2006, TechnoVision Management was registered
2 as an investment adviser with the U.S. Securities and Exchange Commission under Central
3 Registration Depository (CRD) number 138984.

4 E. From August 3, 2007, to August 22, 2011, TechnoVision Management was
5 registered as an investment adviser with the Department of Business Oversight under CRD number
6 138984.

7 F. On August 22, 2011, the Commissioner issued an order summarily revoking
8 TechnoVision Management’s investment-adviser certificate after it failed to file its annual updating
9 amendment or firm brochure with the Investment Adviser Registration Depository (IARD) in
10 violation of California Code of Regulations, title 10, section 260.241.4, subdivision (e).

11 G. Five years later, on October 31, 2016, TechnoVision Management submitted to the
12 Commissioner an application (Form ADV) to register as an investment adviser through IARD under
13 CRD number 285828, which was different from the CRD number under which it was previously
14 registered.

15 H. In response to inquiries from the Commissioner during review of the application,
16 TechnoVision Management stated that it did not know its certificate had been revoked until October
17 3, 2016. When it reapplied for registration, it was instructed by the Financial Industry Regulatory
18 Authority (FINRA) to use a new CRD number, 285828, instead of its old number, 138984.

19 I. On November 28, 2016, TechnoVision Management disclosed that it had provided
20 investment-adviser services and collected fees for such services from 2007 to 2016. TechnoVision
21 Management reported the amount of fees it collected each year, including \$94,936.00 in fees in
22 2011 and \$599,849.00 from 2012 to November 28, 2016.

23 J. On November 28, 2016, TechnoVision Management represented to the
24 Commissioner that it would not provide investment-adviser services to any new clients and would
25 not charge or collect fees from any existing clients until it received a certificate from the
26 Commissioner. TechnoVision Management stated that no clients had filed complaints “since
27 inception.”
28

1 K. While its application was under review, TechnoVision Management represented to
2 the Commissioner that it had only one client, TechnoVision Partners L.P., an investment fund, and
3 was a general partner in TechnoVision Partners L.P.

4 L. From August 22, 2011, to November 28, 2016, TechnoVision Management acted as
5 an investment adviser and engaged in investment-adviser activities without a certificate in violation
6 of Corporations Code section 25230, subdivision (a).

7 M. The Commissioner finds that entering into this Consent Order is in the public
8 interest and consistent with the protection of investors and the purposes fairly intended by the
9 policy and provisions of the CSL.

10 The parties therefore agree as follows:

11 **TERMS AND CONDITIONS**

12 1. Purpose. The parties intend to resolve this matter for the purpose of judicial
13 economy and expediency and without the uncertainty and expense of a hearing or other litigation.

14 2. Desist and Refrain Order. TechnoVision Management stipulates to the issuance of a
15 desist and refrain order in the form of the one attached as Exhibit A. The order, issued under
16 Corporations Code section 25532, subdivision (b), directs TechnoVision Management to desist and
17 refrain from acting as an investment adviser or engaging in investment-adviser activities without a
18 certificate in violation of Corporations Code section 25230, subdivision (a). TechnoVision
19 Management agrees to accept service of the desist and refrain order by electronic mail at
20 mbedekar@technovisionfund.com.

21 3. Waiver of Hearing Rights. TechnoVision Management acknowledges that the
22 Commissioner is ready, willing, and able to proceed with the filing of an administrative
23 enforcement action on the charges and desist and refrain order contained in this Consent Order.
24 TechnoVision Management hereby waives the right to notice, hearings, and any reconsideration,
25 appeal, injunction, or other review that may be afforded under the Corporations Code;
26 Administrative Procedure Act, including Government Code section 11415.60, subdivision (b); Code
27 of Civil Procedure; or any other provision of law. By waiving such rights, TechnoVision
28 Management effectively consents to the finality of this Consent Order and the desist and refrain

1 order contained in it.

2 4. Disgorgement. The Commissioner acknowledges that TechnoVision Partners L.P.
3 has submitted an affidavit stating that it does not seek disgorgement of the fees collected by
4 TechnoVision Management from August 23, 2011, to November 28, 2016. TechnoVision
5 Management represents that during that period, its only client was TechnoVision Partners L.P.

6 5. Administrative Penalty. TechnoVision Management shall pay an administrative
7 penalty of \$50,000.00 no later than 30 days after the effective date of this Consent Order as defined
8 in paragraph 20. The penalty must be made payable in the form of a cashier’s check or Automated
9 Clearing House deposit to the Department of Business Oversight and transmitted to the attention of
10 Accounting – Litigation, at the Department of Business Oversight, 1515 K Street, Suite 200,
11 Sacramento, California 95814. Notice of the payment must be sent to Samuel J. Park, Counsel, 320
12 West 4th Street, Suite 750, Los Angeles, California 90013.

13 6. Failure to Pay Administrative Penalty. If TechnoVision Management fails to comply
14 with paragraph 5, the Commissioner may summarily deny its currently pending application for an
15 investment-adviser certificate. TechnoVision Management hereby waives any notice or hearing
16 rights afforded under Corporations Code section 25232; the Administrative Procedure Act,
17 including Government Code section 11415.60, subdivision (b); Code of Civil Procedure; or any
18 other provision of law to contest the summary denial.

19 7. Full and Final Resolution. Except as stated in paragraph 6, this Consent Order is
20 intended to constitute a full and final resolution of the matter described in it. The Commissioner
21 will not bring any further action or proceeding concerning the matter unless she discovers violations
22 by TechnoVision Management that do not form the basis for this Consent Order, including
23 violations knowingly concealed from the Commissioner.

24 8. Commissioner’s Duties. Nothing in this Consent Order limits the Commissioner’s
25 ability to assist any other government agency with any action brought by that agency against
26 TechnoVision Management, including an action based on any of the acts, omissions, or events
27 described in this Consent Order.

28 9. Independent Legal Advice. Each party represents that it has received independent

1 advice from its counsel or representatives regarding the advisability of executing this Consent
2 Order.

3 10. Reliance. Each party represents that in executing this Consent Order it has relied
4 solely on the statements in the Consent Order and on the advice of its counsel or representatives.
5 Each party also represents that it has not relied on any statement or promise not contained in this
6 Consent Order from any other person or on the failure of such person to make a statement or
7 promise. The parties have included this clause to preclude any claim that a party was fraudulently
8 induced to execute this Consent Order.

9 11. Integration. This Consent Order is the final written expression and the complete and
10 exclusive statement of all the agreements, conditions, promises, representations, and covenants
11 between the parties concerning its subject matter and supersedes all discussion regarding such
12 subject matter between the parties, their representatives, and any other person. The parties have
13 included this clause to preclude the introduction of parol evidence to vary, interpret, supplement, or
14 contradict the terms of this Consent Order.

15 12. No Presumption Against Drafting Party. Each party acknowledges that it has had the
16 opportunity to draft, review, and edit the language of this Consent Order. Accordingly, the parties
17 intend that no presumption for or against the drafting party will apply in construing any part of this
18 Consent Order. The parties waive the benefit of Civil Code section 1654 as amended or
19 corresponding provisions of any successor statute, which provide that in cases of uncertainty,
20 language of a contract should be interpreted most strongly against the party that caused the
21 uncertainty to exist.

22 13. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
23 this Consent Order will be valid or binding unless it is in writing and signed by all parties affected
24 by it. Waiver of a provision of this Consent Order will not be deemed a waiver of any other
25 provision.

26 14. Headings. The headings in this Consent Order are for convenience only and do not
27 affect its meaning.

28 15. Governing Law. This Consent Order will be governed by and construed in

1 accordance with the laws of the State of California.

2 16. Authority to Sign. Each party represents that the person signing this Consent Order
3 on its behalf has the authority and capacity to do so.

4 17. Voluntary Agreement. TechnoVision Management enters into this Consent Order
5 voluntarily and without coercion and acknowledges that no promises, threats, or assurances about
6 this Consent Order have been made by the Commissioner or any of her officers or agents.

7 18. Counterparts. This Consent Order may be executed in any number of counterparts,
8 each of which will be deemed an original when executed. All counterparts together will be deemed
9 to constitute a single document.

10 19. Signatures. A signature delivered by facsimile or electronic mail will be deemed an
11 original signature.

12 20. Effective Date. This Consent Order will become effective on the date it is signed by
13 all parties and delivered to TechnoVision Management by the Commissioner via electronic mail.

14
15 Dated: 10/26/17

JAN LYNN OWEN
Commissioner of Business Oversight

16
17 By: _____
18 MARY ANN SMITH
Deputy Commissioner

19
20 Dated: 10/19/17

TECHNOVISION MANAGEMENT, LLC

21 By: _____
22 MILIND M. BEDEKAR
23 Managing Member
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25
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