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7
8 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
9 OF THE STATE OF CALIFORNIA

10 In the Matter of the Desist and Refrain Order) OAH No.: 2013070969
11 against)
12) File Nos.: 603-8193, 603-J989 & 603-K227
13 WHEELS FINANCIAL GROUP, LLC formerly)
WHEELS FINANCIAL GROUP, INC.) STIPULATION
14)
Respondent.) TRIAL DATE: January 28, 2014
15)
16) ASSIGNED TO:
17)
18)

19 This Stipulation is entered into between Wheels Financial Group, LLC formerly Wheels
20 Financial Group, Inc. (“Wheels Financial”) and the Commissioner of Business Oversight
21 (“Commissioner”), and is made with respect to the following facts:

22 RECITALS

23 A. Wheels Financial is a limited liability company in good standing, duly formed and
24 existing pursuant to the laws of the State of California.

25 B. Wheels Financial doing business as 800LoanMart, 1800Loanmart, W.F.G.,
26 NeedCashNow.com, Retainer Funding Services and Funeral Funding Services is a finance lender
27 and broker licensed by the Commissioner pursuant to the California Finance Lenders Law ("CFL")
28 (California Financial Code Section 22000 et seq.). Wheels Financial has its principal place of

STIPULATION

1 business located at 15821 Ventura Boulevard, Suite 280, Encino, California 91436; license number
2 603-8193. Wheels Financial has two branch locations at 3400-C La Sierra Avenue, Riverside,
3 California 92503 (license number 603-J989) and 5805 Sepulveda Boulevard, Suite 100, Van Nuys,
4 California 91411 (license number 603-K227)

5 C. The Department of Business Oversight (“Department”), through the Commissioner,
6 has jurisdiction over the licensing and regulation of persons and entities engaged in the business of
7 lending and/or brokering pursuant to the CFLL.

8 D. On or about July 16, 2013, Wheels Financial was personally served with a Desist and
9 Refrain issued by the Commissioner on July 11, 2013 (“Order”) regarding its advertising practices.
10 Wheels Financial has filed a request for a hearing with the Commissioner regarding the Order.

11 E. An administrative hearing is currently scheduled for January 28, 2014.

12 F. 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 Stipulation is entered into for the purpose of judicial economy and expediency,
18 and to avoid the expense of a hearing, and possible further court proceedings.

19 2. Wheels Financial, by entering into this Stipulation, does not admit or deny any of the
20 allegations set forth in the Order.

21 3. Wheels Financial acknowledges its right to an administrative hearing under the CFLL
22 in connection with the Order and hereby waives that right to a hearing, and to any reconsideration,
23 appeal, or other rights which may be afforded pursuant to the CFLL, the California Administrative
24 Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection
25 thereto.

26 4. Wheels Financial hereby agrees that the Order described in paragraph D above is
27 hereby deemed a final order.
28

1 5. Based on a sampling of websites that Wheels Financial presently owns, or in which it
2 is financially interested (“Wheels Financial websites”), the Commissioner has found sufficient
3 evidence of compliance with the Order to warrant the execution and delivery of this Stipulation;
4 however, by entering into this Stipulation the Commissioner is not (i) acknowledging or otherwise
5 attesting that all Wheels Financial websites comply with the Order and the CFLL, or (ii) waiving her
6 right to bring action against Wheels Financial in the future, if one or more of the Wheels Financial
7 websites, or any other website that Wheels Financial may own in the future, or in which it may
8 become financially interested, is found to be in violation of the Order and/or CFLL.

9 6. This Stipulation is binding on all heirs, assigns and/or successors in interest.

10 7. This Stipulation does not create any private rights or remedies against Wheels
11 Financial, create any liability for Wheels Financial or limit defenses of Wheels Financial for any
12 person or entity not a party to this Stipulation.

13 8. The parties hereby acknowledge and agree that this Stipulation is intended to
14 constitute a full, final and complete resolution of the Order and that no further proceedings or actions
15 will be brought by the Commissioner in connection with the Order under the CFLL, or any other
16 provision of law, excepting therefrom any proceeding or action if such proceeding or action is based
17 upon facts not presently known to the Commissioner and which were actively concealed from the
18 Commissioner by Wheels Financial. The parties further acknowledge and agree that nothing
19 contained in this Stipulation shall operate to limit the Commissioner's ability to assist any other
20 agency, (city, county, state or federal) with any prosecution, administrative, civil or criminal,
21 brought by any such agency against Wheels Financial or any other person based upon any of the
22 activities alleged in the Order or otherwise.

23 9. Each of the parties represents, warrants, and agrees that it has received independent
24 advice from its attorney(s) and/or representatives with respect to the advisability of executing this
25 Stipulation.

26 10. Each of the parties represents, warrants, and agrees that in executing this Stipulation
27 it has relied solely on the statements set forth herein and the advice of its own counsel and/or
28 representative. Each of the parties further represents, warrants, and agrees that in executing this

1 Stipulation it has placed no reliance on any statement, representation, or promise of any other party,
2 or any other person or entity not expressly set forth herein, or upon the failure of any party or any
3 other person or entity to make any statement, representation or disclosure of anything whatsoever.

4 The parties have included this clause: (1) to preclude any claim that any party was in any way
5 fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol
6 evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

7 11. This Stipulation is the final written expression and the complete and exclusive
8 statement of all the agreements, conditions, promises, representations, and covenants between the
9 parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous
10 agreements, negotiations, representations, understandings, and discussions between and among the
11 parties, their respective representatives, and any other person or entity, with respect to the subject
12 matter covered hereby.

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

19 13. The waiver of any provision of this Stipulation shall not operate to waive any other
20 provision set forth herein, and any waiver, amendment and/or change to the terms of this Stipulation
21 must be in writing signed by the parties.

22 14. This Stipulation shall not become effective until signed and delivered by all parties.

23 15. This Stipulation may be executed in one or more counterparts, each of which shall be
24 an original but all of which, together, shall be deemed to constitute a single document. This
25 Stipulation may be executed by facsimile signature, and any such facsimile signature by any party
26 hereto shall be deemed to be an original signature and shall be binding on such party to the same
27 extent as if such facsimile signature were an original signature.
28

1 16. Each signatory hereto covenants that he/she possesses all necessary capacity and
2 authority to sign and enter into this Stipulation.

3 Dated: 1/16/14 JAN LYNN OWEN
4 Commissioner of Business Oversight

5 By _____
6 MARY ANN SMITH
7 Deputy Commissioner

8 Dated: 1/15/14 WHEELS FINANCIAL GROUP, LLC

9 By _____
10 WARREN LYONS, Interim Chief Executive Officer

11 Dated: 1/15/14 WHEELS FINANCIAL GROUP, LLC

12 By _____
13 STEPHANIE A.N. KARAFILIS, General Counsel
14 and Chief Compliance Officer

15 APPROVED AS TO FORM:
16 SHEPPARD MULLIN RICHTER & HAMPTON LLP

17 By _____
18 DAVID H. SANDS, ESQ. Attorney for
19 WHEELS FINANCIAL GROUP, LLC

20 JAN LYNN OWEN
21 Commissioner of Business Oversight

22 By _____
23 JUDY L. HARTLEY
24 Senior Corporations Counsel

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