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10 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
11 OF THE STATE OF CALIFORNIA

<p>12 In the Matter of:</p> <p>13 THE COMMISSIONER OF BUSINESS OVERSIGHT,</p> <p>14</p> <p>15 Complainant,</p> <p>16</p> <p>17 v.</p> <p>18 MOORE FINANCIAL STRATEGIES, LLC an entity,</p> <p>19</p> <p>20 Respondent.</p>	<p>CRD NO.: 144105</p> <p>CONSENT ORDER</p>
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21 This Consent Order is entered into between the Commissioner of Business Oversight
22 (Commissioner) of the Department of Business Oversight and Moore Financial Strategies, LLC
23 (Moore Financial) and is made with respect to the following facts:

24 **I.**

25 **RECITALS**

26 A. The Commissioner has jurisdiction over the licensing and regulation of persons
27 engaged in the business of investment advising under the Corporate Securities Law of 1968
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1 (Corporations Code section 25000 et seq.).

2 B. Moore Financial holds a valid and unrevoked investment adviser certificate issued by
3 the Commissioner on April 10, 2008, pursuant to Corporations Code section 25230. Moore
4 Financial is an investment adviser business located at 33 Bloomfield Hills Parkway, Suite 280,
5 Bloomfield Hills, Michigan 48304. Moore Financial is a Michigan limited liability company.

6 C. Corporations Code section 25241 requires every investment adviser licensed by the
7 Commissioner to maintain books and records, file reports with the Commissioner, and submit to
8 examination by the Commissioner, as the Commissioner deems necessary or appropriate in the
9 public interest or for the protection of investors.

10 D. On or about March 14, 2018, the Commissioner notified Moore Financial that Moore
11 Financial must designate an email address to receive an online examination form. In response to the
12 Commissioner's notification, Moore Financial designated an email to receive the online examination
13 form.

14 E. On or about October 2, 2018, the Commissioner sent the online examination to
15 Moore Financial to the email designated by Moore Financial. The Commissioner informed Moore
16 Financial that the online examination must be completed and submitted by November 16, 2018.

17 F. The Commissioner sent four notices, October 15, 2018, October 26 or 29, 2018,
18 November 5, 2018, and November 12, 2018, reminding Moore Financial of the November 16, 2018
19 deadline to complete and submit the online examination.

20 G. Despite the Commissioner's efforts, Moore Financial failed to timely complete and
21 submit the online examination by the November 16, 2018 deadline.

22 H. On December 10, 2018, Moore Financial submitted its online examination.

23 I. The Commissioner finds that entering into this Consent Order is necessary, in the
24 public interest, for the protection of investors and consistent with the purposes, policies, and
25 provisions of the Corporate Securities Law of 1968.

26 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set
27 forth herein, the parties agree as follows:
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II.

TERMS AND CONDITIONS

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

5 2. Waiver of Hearing Rights. Moore Financial acknowledges its right under the
6 Corporate Securities Law of 1968 to an administrative hearing on this Consent Order and hereby
7 waives such right to a hearing and to any reconsideration, appeal, injunction or other review that
8 may be afforded under the Corporations Code; Administrative Procedure Act, including Government
9 Code section 11415.60, subdivision (b); Code of Civil Procedure; or any other provision of law. By
10 waiving such rights, Moore Financial effectively consents to the finality of this Consent Order.

11 3. Administrative Penalty. Moore Financial shall pay an administrative penalty of
12 \$1,500.00 no later than 30 days after the effective date of this Consent Order as defined in paragraph
13 17. The penalty must be made payable in the form of a cashier's check or Automated Clearing
14 House deposit to the Department of Business Oversight and transmitted to the attention of
15 Accounting – Litigation, at the Department of Business Oversight, 1515 K Street, Suite 200,
16 Sacramento, California 95814. Notice of the payment must be concurrently sent to Danielle A.
17 Stoumbos, Senior Counsel, Department of Business Oversight, at: Danielle.Stoumbos@dbo.ca.gov.

18 4. Failure to Pay Administrative Penalty. If Moore Financial fails to comply with
19 paragraph 3, the Commissioner may summarily suspend it from engaging in business under its
20 investment adviser certificate until it provides evidence of compliance to the Commissioner's
21 satisfaction. Further, if Moore Financial fails to comply with paragraph 3, Moore Financial shall pay
22 to the Commissioner an administrative penalty of \$5,000.00. Moore Financial hereby waives any
23 notice or hearing rights afforded under the Administrative Procedure Act, including Government
24 Code section 11415.60, subdivision (b); Code of Civil Procedure; or any other provision of law to
25 contest the summary suspension and administrative penalty of \$5,000.00 contemplated by this
26 paragraph.

27 5. Full and Final Resolution. Except as stated in paragraph 4, this Consent Order is
28 intended to constitute a full and final resolution of the matter described in it. The

1 Commissioner will not bring any further action or proceeding concerning the matter unless she
2 discovers violations by Moore Financial that do not form the basis for this Consent Order, including
3 violations knowingly concealed from the Commissioner.

4 6. Commissioner's Duties. Nothing in this Consent Order limits the
5 Commissioner's ability to assist any other government agency with any action brought by that
6 agency against Moore Financial, including an action based on any of the acts, omissions, or events
7 described in this Consent Order.

8 7. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
9 has had an opportunity to seek independent advice from its attorney(s) and/or representatives with
10 respect to the advisability of executing this Consent Order.

11 8. Reliance. Each of the parties represents, warrants, and agrees that in executing this
12 Consent Order it has relied solely on the statement set forth herein and has had the opportunity to
13 seek the legal advice of its own counsel. Each of the parties further represents, warrants, and agrees
14 that in executing this Consent Order it has placed no reliance on any statement, representation, or
15 promise of any other party, or any other person or entity not expressly set forth herein, or upon the
16 failure of any party or any other person or entity to make any statement, representation, or disclosure
17 of anything whatsoever. The parties have included this clause: (1) to preclude any claim that any
18 party was in any way fraudulently induced to execute this Consent Order; and (2) to preclude the
19 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Consent
20 Order.

21 9. Full Integration. This Consent Order is the final written expression and the complete
22 and exclusive statement of all the agreements, conditions, promises, representations, and covenants
23 between the parties with respect to the subject matter hereof, and supersedes all prior or
24 contemporaneous agreements, negotiations, representations, understandings, and discussions
25 between and among the parties, their respective representatives, and any other person or entity, with
26 respect to the subject matter covered hereby. The parties have included this clause to preclude the
27 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Consent
28 Order.

1 10. No Presumption Against Drafter. In that the parties have had the opportunity to draft,
2 review, and edit the language of this Consent Order, no presumption for or against any party arising
3 out of drafting all or any part of this Consent Order will be applied in any action relating to,
4 connected to, or involving this Consent Order. Accordingly, the parties waive the benefit of Civil
5 Code section 1654 and any successor or amended statutes, providing that in cases of uncertainty,
6 language of a contract should be interpreted most strongly against the party who caused the
7 uncertainty to exist.

8 11. Voluntary Agreement. Moore Financial hereby enters in this Consent Order
9 voluntarily and without coercion and acknowledges that no promises, threats, or assurances have
10 been made by the Commissioner or any officer, or agent thereof, about this Consent Order.

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

15 13. Counterparts. The parties agree that this Consent Order may be executed in one or
16 more separate counterparts, each of which when so executed, shall be deemed an original. A fax or
17 electronic mail signature shall be deemed the same as an original signature. Such counterparts shall
18 together constitute and be one and the same instrument.

19 14. Public Record. Moore Financial acknowledges that the Consent Order is public
20 record.

21 15. Headings. The headings to the paragraphs of this Consent Order are inserted for
22 convenience only and will not be deemed a part hereof or affect the construction or interpretation of
23 the provisions hereof.

24 16. Governing Law. This Consent Order shall be construed and enforced in accordance
25 with and governed by California law.

26 17. Effective Date. This Consent Order will become effective on the date it is
27 signed by all parties and delivered by the Commissioner to Jason Moore, President, by electronic
28 mail at: jason@moorefinancialstrategies.com.

