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

12 In the Matter of:) CFL License No.: 6035435
13 THE COMMISSIONER OF BUSINESS)
14 OVERSIGHT,) CONSENT ORDER
15 Complainant,)
16 v.)
17 WESTMINSTER FINANCE, INC.,)
18 Respondent.)
19 _____)

21 The Commissioner of Business Oversight (Commissioner) and Westminster Finance, Inc.
22 (Westminster), (collectively, Parties), enter into this Consent Order with respect to the following
23 facts:

24 RECITALS

25 A. The Commissioner has jurisdiction over the licensing and regulation of persons and entities
26 engaged in the business of making consumer and commercial loans pursuant to the California
27 Financing Law (CFL) (Fin. Code, § 22000 et seq.).

28 B. Westminster is a finance lender that was licensed by the Commissioner from August 15, 1997

1 to December 29, 2019 (CFL License No. 6035435). Westminster has its principal office located at
2 17383 Sunset Boulevard, Suite A400, Pacific Palisades, California 90272.

3 C. Westminster has no branch locations in California.

4 D. Gregory L. Belzberg is the CEO and a control person of Westminster and, as such, is
5 authorized to enter into this Consent Order on Westminster's behalf.

6 E. In accordance with Financial Code section 22107, each finance lender, broker, or program
7 administrator licensee shall pay to the Commissioner its pro rata share of all costs and expenses,
8 including the costs and expenses associated with the licensing of mortgage loan originators it
9 employs, reasonably incurred in the administration of this division, as estimated by the
10 Commissioner, for the ensuing year and any deficit actually incurred or anticipated in the
11 administration of the program in the year in which the assessment is made. CFL licensees must pay
12 the annual assessment on or before the 31st day of October each year.

13 F. Pursuant to Financial Code section 22153, a licensee is required to submit a change of address
14 form 10 days prior to an address change.

15 G. On September 30, 2019, the Commissioner sent Westminster the Assessment Notice per
16 invoice number CF3462. The notice was mailed to the address Westminster registered with the
17 Department (Registered Address): 233 Wilshire Boulevard, Suite 525, Santa Monica, California
18 90401. The notice stated that the annual assessment would become delinquent if not paid by October
19 31, 2019.

20 H. As of October 31, 2019, Westminster had not paid its annual assessment. The failure to pay the
21 annual assessment on or before October 31, 2019 represents a violation of Financial Code section 22107.

22 I. As of November 6, 2019, Westminster had not paid its annual assessment. As a result, the
23 Commissioner sent to Westminster's Registered Address a Notice of Unpaid Assessment on
24 November 6, 2019. The notice warned that failure to pay the assessment would result in summary
25 revocation of Westminster's license. Westminster did not respond to the Commissioner's notice.

26 J. As of December 6, 2019, Westminster had not paid its annual assessment. As a result, on
27 December 6, 2019, the Commissioner issued an Order Summarily Revoking California Financing
28 Law License Pursuant to Financial Code Section 22107 for CFL License Number 6035435

1 (Revocation Order). The Department mailed the Revocation Order to Westminster’s Registered
2 Address along with notice that it would become effective December 30, 2019 unless payment of the
3 annual assessment was received by close of business on December 27, 2019.

4 K. As of December 27, 2019, the assessment remained unpaid. As such, the Revocation Order
5 became effective December 30, 2019.

6 L. Westminster stated that it did not receive the notices or the Revocation Order because it failed to
7 properly notify the Commissioner that it had changed its place of business to a street address other than
8 that designated on its license, as required by Financial Code section 22153.

9 M. Westminster admits to the jurisdiction of the Commissioner and it is the intention of the parties
10 to resolve this matter without the necessity of a hearing and/or other litigation.

11 N. The Commissioner finds that entering into this Consent Order is in the public interest and
12 consistent with the purposes fairly intended by the CFL.

13 NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set
14 forth herein, the Parties agree as follows:

15 TERMS

16 1. Purpose. This Consent Order resolves the issues before the Commissioner described
17 above in a manner that avoids the expense of a hearing and other possible court proceedings,
18 protects consumers, is in the public interest, and is consistent with the purposes, policies, and
19 provisions of the CFL.

20 2. Desist and Refrain Order. Pursuant to Financial Code section 22712, Westminster is
21 hereby ordered to desist and refrain from failing to timely pay the annual assessment in violation of
22 Financial Code section 22107.

23 3. Order Rescinding Revocation Order(s). The Commissioner hereby rescinds the
24 Revocation Order, which was issued on December 6, 2019, and became effective on December 30,
25 2019, as of the effective date of revocation.

26 4. Order to Pay Annual Assessment. Pursuant to Financial Code section 22107, the
27 Commissioner hereby orders Westminster to pay \$250.00 to the Department of Business Oversight
28 for the 2019 – 2020 annual assessment. The annual assessment shall be paid to the Commissioner

1 within 30 days of the Effective Date of this Consent Order as defined in paragraph 23. The annual
2 assessment shall be labeled “2019 – 2020 annual assessment” and made payable in the form of a
3 cashier’s check or Automated Clearing House deposit to the “Department of Business Oversight,”
4 and transmitted to the attention of:

5 ATTN: Accounting
6 Department of Business Oversight
7 1515 K Street, Suite 200
8 Sacramento, California 95814

9 Notice of payment shall be made via email to Trevor Carroll, Counsel at Department of
10 Business Oversight, at trevor.carroll@dbo.ca.gov.

11 5. Administrative Penalties and Fines. Westminster shall pay administrative fines and
12 penalties in the amount of \$3,000.00 for the violations of the CFL enumerated herein. All fines and
13 penalties shall be labeled “fines and penalties” and made payable in the form of a cashier’s check or
14 Automated Clearing House deposit to the “Department of Business Oversight,” and transmitted to
15 the attention of:

16 ATTN: Accounting – Litigation
17 Department of Business Oversight
18 1515 K Street, Suite 200
19 Sacramento, California 95814

20 Notice of payment shall be made via email to Trevor Carroll, Counsel at Department of
21 Business Oversight, at trevor.carroll@dbo.ca.gov.

22 6. Waiver of Hearing Rights. Westminster acknowledges that the Commissioner is ready,
23 willing, and able to proceed with the filing of an administrative enforcement action on the charges
24 contained in this Consent Order. Westminster hereby waives the right to any hearings, and to any
25 reconsideration, appeal, or other right to review which may be afforded pursuant to the CFL, the
26 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
27 provision of law. Westminster further expressly waives any requirement for the filing of an
28 Accusation pursuant to Government Code section 11415.60, subdivision (b). By waiving such rights,
Westminster effectively consents to this Consent Order and Desist and Refrain Order becoming
final.

1 7. Failure to Comply with Consent Order. Westminster agrees that if it fails to comply with
2 the terms of this Consent Order, the Commissioner may, in addition to all other available remedies it
3 may invoke Westminster the CFL, summarily suspend or revoke the CFL license of Westminster
4 until Westminster is in compliance. Westminster waives any notice and hearing rights to contest
5 such summary suspension which may be afforded under the CFL, the California Administrative
6 Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection
7 therewith.

8 8. Information Willfully Withheld or Misrepresented. This Consent Order may be revoked
9 and the Commissioner may pursue any and all remedies available under law against Westminster if
10 the Commissioner discovers that Westminster knowingly or willfully withheld or misrepresented
11 information used for and relied upon in this Consent Order.

12 9. Future Actions by the Commissioner. If Westminster fails to comply with any terms of
13 the Consent Order, the Commissioner may institute proceedings for any and all violations otherwise
14 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions
15 against Westminster, or any of its partners, owners, officers, shareholders, directors, employees or
16 successors for any and all unknown violations of the CFL.

17 10. Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner’s
18 ability to assist any other government agency (city, county, state, or federal) with any prosecution,
19 administrative, civil or criminal brought by that agency against Westminster or any other person
20 based upon any of the activities alleged in this matter or otherwise.

21 11. 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 12. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in
25 interest.

26 13. Reliance. Each of the parties represents, warrants, and agrees that in executing this
27 Agreement it has relied solely on the statements set forth herein and the advice of its own counsel.
28 Each of the parties further represents, warrants, and agrees that in executing this Agreement it has

1 placed no reliance on any statement, representation, or promise of any other party, or any other
2 person or entity not expressly set forth herein, or upon the failure of any party or any other person or
3 entity to make any statement, representation or disclosure of anything whatsoever. The parties have
4 included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to
5 execute this Agreement; and (2) to preclude the introduction of parol evidence to vary, interpret,
6 supplement, or contradict the terms of this Agreement.

7 14. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
8 this Consent Order will be valid or binding unless it is in writing and signed by each of the parties.
9 The waiver of any provision of this Consent Order will not be deemed a waiver of any other
10 provision. No waiver by either party of any breach of, or of compliance with, any condition or
11 provision of this Consent Order by the other party will be considered a waiver of any other condition
12 or provision or of the same condition or provision at another time.

13 15. Full Integration. This Consent Order is the final written expression and the complete and
14 exclusive statement of all the agreements, conditions, promises, representations, and covenant
15 between the parties with respect to the subject matter hereof, and supersedes all prior or
16 contemporaneous agreements, negotiations, representations, understandings, and discussions
17 between and among the parties, their respective representatives, and any other person or entity, with
18 respect to the subject matter covered hereby.

19 16. Governing Law. This Consent Order will be governed by and construed in accordance
20 with California law. Each of the parties hereto consents to the jurisdiction of such court, and hereby
21 irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to
22 the maintenance of such action or proceeding in such court.

23 17. Counterparts. This Consent Order may be executed in one or more separate counterparts,
24 each of which when so executed, shall be deemed an original. Such counterparts shall together
25 constitute a single document.

26 18. Effect Upon Future Proceedings. If Westminster applies for any license, permit, or
27 qualification under the Commissioner's current or future jurisdiction, or is the subject of any future
28 action by the Commissioner to enforce this Consent Order, then the subject matter hereof shall be

1 admitted for the purpose of such application(s) or enforcement proceedings(s).

2 19. Voluntary Agreement. Westminster enters this Consent Order voluntarily and without
3 coercion and acknowledges that no promises, threats or assurances have been made by the
4 Commissioner or any officer, or agent thereof, about this Consent Order. The parties each represent
5 and acknowledge that he, she or it is executing this Consent Order completely voluntarily and
6 without any duress or undue influence of any kind from any source.

7 20. Notice. Any notice required under this Consent Order be provided to each party at the
8 following addresses:

9 To Westminster Finance, Inc.:

10 Gregory L. Belzberg, CEO
11 Westminster Finance, Inc.
12 17383 Sunset Boulevard, Suite A400
13 Pacific Palisades, California 90272
gb@westminstercapital.com

14 To the Commissioner:

15 Trevor J. Carroll, Counsel
16 Department of Business Oversight
17 Enforcement Division
18 1515 K Street, Suite 200
19 Sacramento, California 95814
trevor.carroll@dbo.ca.gov

20 21. Signatures. A fax or electronic mail signature shall be deemed the same as an original
21 signature.

22 22. Public Record. Westminster hereby acknowledges that this Consent Order is and will be
23 a matter of public record.

24 23. Effective Date. This Consent Order shall become final and effective when signed by all
25 parties and delivered by the Commissioner's agent via email to Westminster's representative, at
26 gb@westminstercapital.com.

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24. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Consent Order and undertake the obligations set forth herein.

Dated: February 20, 2020

MANUEL P. ALVAREZ
Commissioner of Business Oversight

By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: February 21, 2020

By _____
WESTMINSTER FINANCE, INC.
