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

11 In the Matter of: ) CONSENT ORDER  
12 )  
13 THE COMMISSIONER OF BUSINESS )  
OVERSIGHT, )  
14 )  
15 Complainant, )  
16 v. )  
17 )  
18 ARROW ONE, LLC and SIERRA FINANCIAL,)  
19 LLC, dba SIERRA FINANCIAL, and SIERRA )  
LENDING, and TALL GRASS FINANCE, and )  
20 IGGY LOANS, )  
21 Respondents. )  
22 )

23 This Consent Order (the Consent Order) is entered into between the Commissioner of the  
24 Department of Business Oversight, Manuel P. Alvarez, (Commissioner) and Arrow One, LLC  
25 (Arrow One) and Sierra Financial, LLC, dba Sierra Financial, and Sierra Lending, and Tall Grass  
26 Finance, and Iggy Loans (Sierra Financial) and is made with respect to the following facts:

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**RECITALS**

1  
2 A. The Commissioner has jurisdiction over the licensing and regulation of  
3 persons and entities engaged in the business of lending and brokering under the California  
4 Financing Law (CFL) (Fin. Code, § 22000 et seq.).

5 B. Arrow One is a limited liability company organized on October 31, 2012 under the  
6 laws of the Iipay Nation of Santa Ysabel (the Tribe), a federally recognized Indian tribe located in  
7 Santa Ysabel, California.

8 C. Sierra Financial is a limited liability company organized on April 18, 2014 under the  
9 laws of the Tribe. In connection with its business, Sierra Financial utilizes or utilized the dbas Sierra  
10 Financial, Sierra Lending, Tall Grass Finance, and Iggy Loans.

11 D. Arrow One and Sierra Financial are online lenders that list their principal place of  
12 business as Post Office Box 647, Santa Ysabel, California 92070.

13 E. Arrow One and Sierra Financial offer or offered consumer financial services from the  
14 following websites: [www.arrowone.loan](http://www.arrowone.loan); [www.sierrafinancial.net](http://www.sierrafinancial.net); [www.tallgrassfinance.com](http://www.tallgrassfinance.com); and  
15 [www.iggyloans.com](http://www.iggyloans.com).

16 F. Andrej Dominguez is the President of Arrow One and Sierra Financial and has been  
17 authorized by the Managing Member Board of Arrow One and Sierra Financial to enter into the  
18 Consent Order on behalf of the companies.

19 G. Beginning in or about 2012, Arrow One and Sierra Financial engaged in the business  
20 of a finance lender or broker by offering, making, or brokering installment loans to California  
21 residents over the Internet.

22 H. At no time herein did Arrow One or Sierra Financial hold a CFL finance lender or  
23 broker license authorizing them to engage in the business of a finance lender or broker in the state  
24 of California.

25 I. Arrow One and Sierra Financial maintain they are tribal lending entities wholly  
26 owned by the Tribe entitled to the extension of the Tribe's sovereign immunity. As arms of the  
27 Tribe, Arrow One and Sierra Financial contend they are exempt from the licensure requirements of  
28 the CFL.

1 J. Arrow One and Sierra Financial neither admit nor deny any of the findings contained  
2 in the Consent Order, except to admit those facts deemed necessary with respect to Arrow One and  
3 Sierra Financial’s consent to jurisdiction set forth in paragraph 2, below.

4 NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set  
5 forth herein, the parties agree as follows:

6 **TERMS AND CONDITIONS**

7 1. Purpose. The Consent Order resolves the issues before the Commissioner under the  
8 Recitals, set forth above, in a manner that avoids the expense of a hearing and other possible court  
9 proceedings, protects consumers, is in the public interest, and is consistent with the purposes,  
10 policies, and provisions of the CFL.

11 2. Consent to Jurisdiction. Arrow One and Sierra Financial consent to the jurisdiction  
12 of the Commissioner over them for purposes of implementing and enforcing the terms of the  
13 Consent Order and no other purpose. Arrow One and Sierra Financial acknowledge that their  
14 consent to the jurisdiction of the Commissioner contained herein is intended to waive any claim of  
15 sovereign immunity Arrow One or Sierra Financial may assert as a defense in connection with the  
16 Consent Order, or to the enforcement of the Consent Order, whether now or in the future, regardless  
17 of any changes to the control or operation of Arrow One or Sierra Financial by the Tribe or to  
18 changes in the amount of revenues paid by Arrow One or Sierra Financial to the Tribe. Further,  
19 Arrow One and Sierra Financial acknowledge that the courts of the state of California shall be the  
20 exclusive forum in which any claim or dispute in connection with the Consent Order shall be  
21 adjudicated and expressly waive any and all rights to have any such claim or dispute adjudicated in  
22 a tribal court or other dispute resolution forum as may be required by the doctrines of abstention or  
23 exhaustion of tribal remedies.

24 3. Desist and Refrain Order. Under Financial Code section 22712, Arrow One and  
25 Sierra Financial stipulate that they are ordered to desist and refrain from violating Financial Code  
26 section 22100, subdivision (a), unless exempt from licensure pursuant to the exemptions set forth in  
27 the CFL or as an arm of the Tribe per the arm-of-the-tribe test applicable under California law (the  
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1 arm-of-the-tribe test). Arrow One and Sierra Financial agree that the desist and refrain order is a  
2 final order.

3 4. Advance-Written Notice. Should Arrow One or Sierra Financial or both desire to  
4 issue or broker consumer loans to California residents after the effective date of the Consent Order,  
5 Arrow One and Sierra Financial must agree to provide the Commissioner with 120 days advance-  
6 written notice of their intention to issue or broker consumer loans to residents of California before  
7 recommencing, offering, issuing, or otherwise making new loans to California residents. Such  
8 notice shall further describe the loans, and include the loan terms and conditions, interest rates, and  
9 notice provisions to potential borrowers. If Arrow One or Sierra Financial provide the above-  
10 referenced written notice to the Commissioner of their intention to issue or broker consumer loans  
11 to residents of California, then the Commissioner expressly reserves all rights regarding Arrow  
12 One's and/or Sierra Financial's issuance or brokering of consumer loans to residents of California,  
13 including, without limitation, (i) asserting that the party providing the above-referenced notice is  
14 required to obtain a license under Financial Code section 22100, subdivision (a), prior to issuing or  
15 brokering consumer loans to California residents; (ii) open an investigation regarding whether the  
16 party providing the above-referenced notice meets the arm-of-the-tribe test under California law;  
17 (iii) request that the party providing the above-referenced notice demonstrate to the Commissioner's  
18 satisfaction that it meets the arm-of-the-tribe test under California law; and (iv) commence an  
19 administrative action or lawsuit against the party providing the above-referenced notice.

20 5. Waiver of Hearing Rights. Arrow One and Sierra Financial acknowledge that the  
21 Commissioner is ready, willing, and able to proceed with an administrative hearing concerning the  
22 Recitals contained in the Consent Order and Arrow One and Sierra Financial hereby waive their  
23 respective right to a hearing, and to any reconsideration, appeal, or other rights which may be  
24 afforded them under the CFL, the Administrative Procedure Act (APA) (Gov. Code, § 11340 et  
25 seq.), the Code of Civil Procedure (CCP) (Code Civ. Proc., § 1 et seq.), or any other provision of  
26 law, and by waiving such rights, Arrow One and Sierra Financial effectively consent to the Consent  
27 Order becoming final.

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1           6.       Full and Final Settlement; Release. The parties hereby acknowledge and agree that the  
2 Consent Order is intended to constitute a full, final, and complete resolution of the findings set forth  
3 in the Recitals and that no further proceedings or actions will be brought by the Commissioner in  
4 connection with this matter, including, without limitation, claims arising from or related to any  
5 marketing, offering, making, or brokering of consumer loans to California residents prior to the  
6 effective date of the Consent Order, under the CFL or any other provision of law, excepting any  
7 proceeding to enforce compliance with the terms of the Consent Order. In exchange for the  
8 consideration set forth herein, as well as entering into this Consent Order, the Commissioner releases  
9 and discharges Arrow One, Sierra Financial, and the Tribe and any of their past or present employees,  
10 officers, directors, parent entities, subsidiaries, predecessors, successors, or assigns (collectively, the  
11 Released Parties) from any and all claims against the Released Parties arising out of the Recitals,  
12 which could have been brought in an administrative proceeding, or arose during the Commissioner's  
13 investigation here, prior to the effective date of the Consent Order. Also, as part of this Consent  
14 Order, the Released Parties release and discharge the Commissioner from any and all claims against  
15 the Commissioner arising out of the Recitals, which could have been brought in an administrative  
16 proceeding, or arose during the Commissioner's investigation here, prior to the effective date of the  
17 Consent Order.

18           7.       Information Willfully Withheld. The Consent Order may be revoked, and the  
19 Commissioner may pursue any and all remedies under the CFL against Arrow One or Sierra  
20 Financial or both if the Commissioner discovers Arrow One or Sierra Financial knowingly or  
21 willfully withheld information used for and relied upon in the Consent Order and such information  
22 relied upon consists of the February 2, 2018 letter from the former Chairman of the Tribal Council  
23 Virgil Perez to the Commissioner and the information contained in the documents accompanying the  
24 February 2 letter.

25           8.       Future Actions by Commissioner. If Arrow One or Sierra Financial or both fail to  
26 comply with any term of the Consent Order, the Commissioner may institute proceedings against the  
27 party not in compliance with the Consent Order for any and all violations otherwise resolved under  
28 the Consent Order. Except as provided in paragraph 6 of the Consent Order, the Commissioner

1 reserves the right to bring any future actions against Arrow One or Sierra Financial or both, or any  
2 of their members, partners, owners, officers, shareholders, directors, employees, or successors for  
3 any and all unknown violations of the CFL.

4 9. Assisting Other Agencies. The parties further acknowledge and agree that nothing in  
5 the Consent Order shall limit the Commissioner’s ability to assist any other agency (city, county,  
6 state, or federal) with any prosecution, administrative, civil, or criminal, brought by any such agency  
7 against Arrow One or Sierra Financial or any other person based upon any of the activities alleged in  
8 this matter or otherwise.

9 10. Third-Party Actions. It is the intent and understanding between the parties that this  
10 Consent Order does not create any private rights or remedies against Arrow One, Sierra Financial,  
11 or the Tribe or create any liability for Arrow One, Sierra Financial, or the Tribe or limit defenses of  
12 Arrow One, Sierra Financial, or the Tribe against any person, entity, or governmental agency not a  
13 party to this Consent Order. Arrow One, Sierra Financial, and the Tribe expressly reserve all  
14 defenses to all persons , entities, or governmental agencies not a party to this Consent Order,  
15 including the defense of sovereign immunity. This provision is not intended to abrogate Arrow One  
16 and Sierra Financial’s consent to jurisdiction set forth in paragraph 2.

17 11. Headings. The headings to the paragraphs of the Consent Order are inserted for  
18 convenience only and will not be deemed a part hereof or affect the construction or interpretation of  
19 the provisions hereof.

20 12. Binding. The Consent Order is binding on all heirs, assigns, or successors in interest.

21 13. Reliance. Each of the parties represents, warrants, and agrees that in executing the  
22 Consent Order it has relied solely on the statements set forth herein and the independent advice  
23 from its own counsel. Each of the parties further represents, warrants, and agrees that in executing  
24 the Consent Order it has placed no reliance on any statement, representation, or promise of any  
25 other party, or any other person or entity not expressly set forth herein, or upon the failure of any  
26 party, or any other person to make any statement, representation or disclosure or anything  
27 whatsoever. The parties have included this clause to (1) to preclude any claim that any party was in  
28 any way fraudulently induced to execute the Consent Order; and (2) to preclude the introduction of

1 parol evidence to vary, interpret, supplement, or contradict the terms of the Consent Order.

2 14. Counterparts. The parties agree that the Consent Order may be executed in one or  
3 more separate counterparts, each of which shall be deemed an original when so executed. Such  
4 counterparts shall together constitute and be one and the same instrument.

5 15. Waiver, Modification, and Qualified Integration. No waiver, amendment, or  
6 modification of the Consent Order shall be valid or binding to any extent unless it is in writing and  
7 signed by all the parties affected by it. The waiver of any provision of the Consent Order shall not  
8 operate to waive any other provision.

9 16. Governing Law. The Consent Order shall be construed and enforced in accordance  
10 with and governed by California law.

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

17 18. No Presumption Against Drafting Party. In that the parties have had the opportunity  
18 to draft, review, and edit the language of the Consent Order, no presumption for or against any party  
19 arising out of drafting all or any part of the Consent Order will be applied in any action relating to,  
20 connected to, or involving the Consent Order. Accordingly, the parties waive the benefit of Civil  
21 Code section 1654 and any successor or amended statute, providing that in cases of uncertainty,  
22 language of a contract should be interpreted most strongly against the party that caused the  
23 uncertainty to exist.

24 19. Effect Upon Future Proceedings. If Arrow One or Sierra Financial or both apply for  
25 any license, permit, or qualification under the Commissioner's current or future jurisdiction, or are  
26 the subject of any future action by the Commissioner to enforce the Consent Order, then the subject  
27 matter hereof shall be admitted for the purpose of such application(s) or enforcement proceeding(s).

28 20. Voluntary Agreement. Arrow One and Sierra Financial enter into the Consent Order

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

5 21. Notice. Any notices required under the Consent Order shall be provided to each  
6 party at the following addresses:

7 If to Respondents to: Andrej Dominguez, President  
8 Arrow One, LLC and Sierra Financial, LLC  
9 Post Office Box 647  
10 Santa Ysabel, California 92070

11 with copy to: Paul M. Croker, Esq.  
12 Armstrong Teasdale  
13 2345 Grand Boulevard  
14 Suite 1500  
15 Kansas City, Missouri 64108

16 If to the Commissioner to: Blaine A. Noblett, Esq.  
17 Department of Business Oversight  
18 320 W. 4th Street, Suite 750  
19 Los Angeles, California 90013

20 22. Effective Date. The Consent Order shall become final and effective when signed by  
21 all parties and delivered by the Commissioner's agent by e-mail to Arrow One and Sierra  
22 Financial's counsel at pcroker@atllp.com.

23 23. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it  
24 has received independent advice from its attorney(s) and representative(s) with respect to the  
25 advisability of executing this Consent Order.

26 24. Public Record. Arrow One and Sierra Financial acknowledge that the Consent Order  
27 is a public record.

28 25. Signatures. The Consent Order may be executed by facsimile or scanned signature,  
and any such facsimile or scanned signature by any party hereto shall be deemed to be an original  
signature and shall be binding on such party to the same extent as if such facsimile or scanned  
signature were an original signature.



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26. Authority to Execute. Each signatory hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into the Consent Order.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have approved and executed the Consent Order on the dates set forth opposite their respective signatures.

Dated: May 14, 2020

MANUEL P. ALVAREZ  
Commissioner of Business Oversight

By \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner  
Enforcement Division

ARROW ONE, LLC and SIERRA FINANCIAL, LLC,  
dba SIERRA FINANCIAL, and SIERRA LENDING,  
and TALL GRASS FINANCE, and IGGY LOANS

Dated: May 14, 2020

By \_\_\_\_\_  
ANDREJ DOMINGUEZ, President on behalf of  
ARROW ONE, LLC and SIERRA FINANCIAL,  
LLC, dba SIERRA FINANCIAL, and SIERRA  
LENDING, and TALL GRASS FINANCE, and  
IGGY LOANS

Approved as to Form and Content

By \_\_\_\_\_  
Paul M. Croker, Esq.  
Armstrong Teasdale  
Attorneys on behalf of Arrow One, LLC and Sierra Financial, LLC