

1 MARY ANN SMITH
Deputy Commissioner
2 DANIEL P. O'DONNELL
Assistant Chief Counsel (State Bar No. 177872)
3 Department of Business Oversight
1515 K Street, Suite 200
4 Sacramento, California 95814
Telephone: (916) 322-6737
5 Facsimile: (916) 445-6985

6 Attorneys for Complainant

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

10 In the Matter of:)
11)
12 THE COMMISSIONER OF BUSINESS) CONSENT ORDER
OVERSIGHT,)
13)
14 Complainant,)
15 v.)
16)
17 SANCHEZ & YOUNG INVESTMENTS,)
LLC.; MAURICIO SANCHEZ; DONOVAN)
JAY YOUNG.,)
18 Respondent,)

19 The Commissioner of Business Oversight (Complainant or Commissioner) and Respondents
20 Sanchez & Young Investments, LLC; Mauricio Sanchez and Donovan Jay Young enter into this
21 Consent Order with respect to the following facts:

22 I.
23 RECITALS

24 A. The Commissioner has jurisdiction over the licensing and regulation of persons and
25 entities engaged in the business of finance lending or brokering under the California Financing Law
26 (CFL) (Fin. Code, § 22000 et seq.).

27 B. At all relevant times, Sanchez & Young Investments, LLC. is and was a California
28 limited liability company using the business addresses 3100 Buchman Street, Sacramento, California

1 95833, and P.O. Box 852, San Carlos, California 94070 and also using the email addresses
2 mauricio@syinvest.biz, and senddonovanemail@gmail.com.

3 C. At all relevant times, Mauricio Sanchez (Sanchez) is and was the manager of Sanchez
4 & Young Investments, LLC.

5 D. At all relevant times, Donovan Young (Young) is and was also a manager and the
6 registered agent for service of process for Sanchez & Young Investments, LLC.

7 E. Beginning in at least 2018, Sanchez & Young Investments, LLC; Mauricio Sanchez
8 and/or Donovan Jay Young engaged in the business of a finance lender and/or broker in California
9 by entering into a “security agreement” with a California borrower. Young was the main point of
10 contact and oversaw the application process. Sanchez & Young Investments, LLC; Mauricio
11 Sanchez and/or Donovan Jay Young executed an “installment note” with the borrower, charging
12 16% annual interest on a principal amount of \$11,550. As collateral, the borrower pledged title to
13 her mobile home residence. The borrower also paid a “loan origination fee” of \$1,500 and another
14 \$50.00 fee for an unknown purpose. The borrower was supposed to make monthly payments by
15 money order.

16 F. The Commissioner finds that the transaction described above constitutes a loan under
17 the California Financing Law (CFL) (Fin. Code, § 22000 et seq.).

18 G. Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young
19 have not been issued a license by the Commissioner authorizing them to engage in the business of a
20 finance lender and/or broker under the CFL, nor are they exempt from the licensing requirements of
21 Financial Code section 22100..

22 H. The Commissioner finds that entering into this Consent Order is in the public interest
23 and consistent with the purposes fairly intended by the policies and provisions of the CFL.

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

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

II.

TERMS AND CONDITIONS

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

2. Order to Discontinue Violations. Pursuant to Financial Code section 23050, Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young agree to immediately discontinue the violations set forth herein, such as from engaging in the business of a finance lender and/or broker in California without a license and without an exemption, in violation of Financial Code section 22100.

3. Consideration. In consideration of Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young's agreement to the issuance of this Consent Order, the Commissioner hereby agrees to review any future Application(s) and that this Consent Order shall not be the sole basis of denial of any future application.

4. Waiver of Hearing Rights. Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young acknowledge the Commissioner is ready, willing, and able to proceed with the filing of an administrative enforcement action on the charges contained in this Consent Order. Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young hereby waive the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the CFL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law. Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young further expressly waive any requirement for the filing of an Accusation pursuant to Government section 11415.60, subdivision (b). By waiving such rights, Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young effectively consent to this Consent Order becoming final.

5. Full and Final Resolution. The parties hereby acknowledge and agree that this Consent Order is intended to constitute a full and final resolution of the violations described herein, and that no further proceedings or actions will be brought by the Commissioner in connection with

1 these matters except under the CFL or any other provision of law, excepting therefrom any
2 proceeding to enforce compliance with the terms of this Consent Order.

3 6. Failure to Comply with Consent Order. Sanchez & Young Investments, LLC;
4 Mauricio Sanchez and/or Donovan Jay Young agree that if they fail to comply with the terms of this
5 Consent Order, the Commissioner may, in addition to all other available remedies it may invoke
6 under the CFL, summarily suspend/revoke their CFL license, in the event any of them obtains a CFL
7 license, until Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young
8 are in compliance. Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay
9 Young waive any notice and hearing rights to contest such summary suspensions/revocations which
10 may be afforded under the CFL, the California Administrative Procedure Act, the California Code of
11 Civil Procedure, or any other provision of law in connection therewith.

12 7. Information Willfully Withheld or Misrepresented. This Consent Order may be
13 revoked, and the Commissioner may pursue any and all remedies available under law against
14 Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young if the
15 Commissioner discovers that Sanchez & Young Investments, LLC; Mauricio Sanchez and/or
16 Donovan Jay Young knowingly or willfully withheld or misrepresented information used for and
17 relied upon in this Consent Order.

18 8. Future Actions by Commissioner. If Sanchez & Young Investments, LLC; Mauricio
19 Sanchez and/or Donovan Jay Young fail to comply with the terms of the Consent Order, the
20 Commissioner may institute proceedings for any and all violations otherwise resolved under this
21 Consent Order. The Commissioner reserves the right to bring any future actions against Sanchez &
22 Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young, or any of their partners,
23 owners, officers, shareholders, directors, employees or successors for any and all unknown
24 violations of this CFL.

25 9. Assisting Other Agencies. Nothing in this Consent Order limits the
26 Commissioner's ability to assist any other government agency (city, county, state or federal) with
27 any prosecution, administrative, civil or criminal action brought by that agency against Sanchez &
28

1 Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young or any other person based
2 on any of the activities alleged in this matter or otherwise.

3 10. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
4 has received independent advice from its attorney(s) and/or representatives with respect to the
5 advisability of executing this Consent Order.

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

9 12. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in
10 interest.

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

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

26 15. Full Integration. This Consent Order is the final written expression and the complete
27 and exclusive statement of all the agreements, conditions, promises, representations, and covenants
28 between the parties with respect to the subject matter hereof, and supersedes all prior or

1 contemporaneous agreements, negotiations, representations, understandings, and discussions
2 between and among the parties, their respective representatives, and any other person or entity, with
3 respect to the subject matter covered hereby.

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

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

11 18. Effect Upon Future Proceedings. If Sanchez & Young Investments, LLC; Mauricio
12 Sanchez and/or Donovan Jay Young apply for any license, permit or qualification under the
13 Commissioner's current or future jurisdiction, or are the subject of any future action by the
14 Commissioner to enforce this Settlement Agreement, then the subject matter hereof shall be admitted
15 for the purpose of such enforcement proceeding(s). Provided, however, that the fact of the existence
16 of this Consent Order shall not, in and of itself, be the sole basis for any denial of any such
17 application so long as Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay
18 Young is and has been in compliance with the terms of this Consent Order.

19 19. Voluntary Agreement. Sanchez & Young Investments, LLC; Mauricio Sanchez
20 and/or Donovan Jay Young hereby enter in this Consent Order voluntarily and without coercion and
21 acknowledge that no promises, threats, or assurances have been made by the Commissioner or any
22 officer, or agent thereof, about this Consent Order. The parties each represent and acknowledge that
23 he, she or it is executing this Consent Order completely voluntarily and without any duress or undue
24 influence of any kind from any source.

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

27 To Sanchez & Young Investments, LLC
28 Mauricio Sanchez
Donovan Jay Young.:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

To the Commissioner:

Daniel P. O'Donnell, Assistant Chief Counsel
Department of Business Oversight
1515 K Street, Suite 200
Sacramento, California 95814
Taylor.Herrlinger@dbo.ca.gov

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

22. Public Record. Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young hereby acknowledges that the Consent Order is and will be a matter of public record.

23. Effective Date. This Consent Order shall become final and effective when signed by all parties and delivered by the Commissioner's agent via e-mail to Sanchez & Young Investments, LLC; Mauricio Sanchez and/or Donovan Jay Young at the following email address: []

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: July 20, 2020

MANUEL P. ALVAREZ
Commissioner of Business Oversight

By _____

MARY ANN SMITH
Deputy Commissioner
Enforcement Division

SANCHEZ & YOUNG INVESTMENTS, LLC;
MAURICIO SANCHEZ
DONOVAN JAY YOUNG

Dated: July 10, 2020

By _____

MAURICIO SANCHEZ
DIRECTOR