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*Exempt From Filing Fees Pursuant to
Government Code Section 6103*

8 Attorneys for Respondent

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 In the Matter of:) Case No. 19STCP04960
13)
14 SYNERGY FINANCIAL PARTNERS, LLC,) SETTLEMENT AGREEMENT AND
A California Limited Liability Company;) STIPULATION TO DISMISS WITH
15) PREJUDICE UNVERIFIED PETITION FOR
16 Petitioner,) WRIT OF ADMINISTRATIVE MANDAMUS
v.) FILED AGAINST CALIFORNIA
17) DEPARTMENT OF BUSINESS OVERSIGHT
18 THE COMMISSIONER OF FINANCIAL) AND THE COMMISSIONER OF BUSINESS
PROTECTION AND INNOVATION) OVERSIGHT
19)
Respondent.) District: Central
20) Dept: 85
21) Trial Setting Conference Date: March 11, 2021
22) Time: 9:00 a.m.
23) Judge: The Honorable James C. Chalfant
24)
25) Action Filed: 11/19/2019
26) Trial Date: None

25 IT IS HEREBY AGREED AND STIPULATED by and between Petitioner,
26 Synergy Financial Partners, LLC, (Petitioner) and Respondents, the California Department
27 of Financial Protection and Innovation and Manuel P. Alvarez, in his official capacity as
28 Commissioner of Financial Protection and Innovation, (Commissioner or Respondent), that:

I.

RECITALS

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

B. Petitioner is licensed as a finance lender and broker under the CFL with its main license number, 603K813.

C. Pursuant to CFL section 22159, CFL licensees are required to file an annual report with the Commissioner by March 15 of each year reflecting the licensee’s previous calendar year’s business and operations.

D. On April 5, 2018, Petitioner filed its 2018 Annual Report, 20 business days after the March 15, 2018 deadline in violation of section 22159.

E. On April 3, 2019, the Commissioner issued an Order summarily revoking Petitioner’s Finance Lender and/or Broker license pursuant to section 22715 (Summary Revocation Order) because Petitioner failed to timely file its 2018 annual report as required by Financial Code section 22715.

F. On April 26, 2019, Petitioner requested a hearing on the Summary Revocation Order and the matter was set for hearing on June 20, 2019, at 9:00 a.m., at the Office of Administrative Hearings, located at 320 West Fourth Street, Suite 600, Los Angeles, California 90013.

G. On June 3, 2019, Respondent served Petitioner with a Notice of Hearing, notifying Petitioner of the date, time, and location of the June 20, 2019 hearing, along with a Notice to Appear, requesting that Petitioner’s chief executive officer, Nasir Shaikh, and/or Petitioner’s ‘Person Most Knowledgeable’ appear at the hearing.

H. On June 20, 2019, the hearing proceeded as a default pursuant to Government Code section 11520, based on Respondent’s failure to appear at the hearing.

¹ All further statutory references are to the California Financing Law unless otherwise indicated.

1 I. On July 22, 2019, Administrative Law Judge Hon. Elinger Shrenger issued a
2 proposed Order upholding Respondent’s Summary Revocation Order and directing
3 Petitioner to discontinue making or brokering any loans made pursuant to the CFL, and
4 discontinue all activity conducted pursuant to sections 22340 and 22600, as directed and
5 ordered in the Summary Revocation Order; (ALJ Order).

6 J. On September 23, 2019, Respondent adopted the ALJ Order and on October
7 23, 2019, the ALJ Order became final pursuant to Government Code section 11521.

8 K. On October 7, 2019, Petitioner submitted a written request for
9 reconsideration of the ALJ Order to Respondent, which Respondent denied on October 16,
10 2019, pursuant to Government Code section 11521, subdivision (a).

11 L. On November 19, 2019, Petitioner filed an unverified Petition for Writ of
12 Administrative Mandamus in the Los Angeles Superior Court, Case No. 19STCP04960
13 (Writ), against Respondent and Does 1 -15, seeking “...judgment against Respondent, and
14 each of them, as follow: For a grant of this Petition of Administrative Mandamus, such that
15 Respondent must not revoke the license of Petitioner, or provide for any penalty other than a
16 financial penalty of \$2,500 or less, giving Petitioner full access to the Respondent's website
17 for the future filing of reports, and all other actions as may be necessary for Petitioner's
18 proper status.”

19 M. On January 14, 2020, Respondent filed an Answer to the Petition.

20 N. A trial setting conference is scheduled to be held on January 5, 2021, at 1:30
21 p.m., at the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles,
22 California.

23 NOW THEREFORE, the parties hereby agree and stipulate as follows:

24 **II.**

25 **Terms And Conditions**

26 1. Purpose. This Stipulation and Agreement (Agreement) resolves the Writ and
27 issues before the Los Angeles Superior Court set forth in paragraphs A through L above, in
28 a manner that avoids the expense of a hearing and other possible court proceedings, protects

1 consumers, is in the public interest, and is consistent with the purposes, policies, and
2 provisions of the CFL.

3 2. Order Rescinding Summary Revocation Order. The Commissioner hereby
4 rescinds the Summary Revocation Order, which had been issued against Petitioner on April
5 3, 2019.

6 3. Penalty. The Commissioner hereby acknowledges that Petitioner has paid an
7 administrative penalty in the amount of \$8,000.00 assessed against Petitioner for filing its
8 2018 annual report 20 days late.

9 4. Waiver of Hearing Rights. Petitioner acknowledges that Respondent is
10 ready, willing, and able to proceed with the Writ and on the charges contained in the Writ
11 and this Agreement. Petitioner hereby waives the right to any hearings, and to any
12 reconsideration, appeal, or other right to review which may be afforded pursuant to the CFL,
13 the California Administrative Procedure Act, the California Code of Civil Procedure, or any
14 other provision of law. By waiving such rights, Petitioner effectively consents to this
15 Agreement and Order Rescinding Summary Revocation Order becoming final.

16 5. Dismissal of Petition for Writ of Mandate.

17 Further, Petitioner agrees to dismiss, with prejudice, the Writ within 30 days upon
18 full execution of this Agreement. Failure to dismiss the Writ within 30 days upon full
19 execution of this Agreement shall be cause for the Commissioner to, at his discretion,
20 automatically revoke any license (s) held by or deny any pending application(s) of
21 Petitioner. Petitioner hereby waives any notice and hearing rights to contest such revocation
22 or denial(s) which may have been afforded it under the CFL, the California Administrative
23 Procedure Act, the California Code of Civil Procedure, or any other provision of law in
24 connection with these matters. Petitioner further expressly waives any requirement for the
25 filing of an accusation under Government Code section 11415.60, subdivision (b), in
26 connection with the Commissioner's revocation of its license under this paragraph.

27 6. Full and Final Settlement. The parties hereby acknowledge and agree that
28 this Agreement is intended to constitute a full, final, and complete resolution of the

1 Summary Revocation Order and Writ filed herein and violations described herein, and that
2 no further proceedings or actions will be brought by the Commissioner in connection with
3 these matters except under the CFL or any other provision of law, excepting therefrom any
4 proceeding to enforce compliance with the terms of this Settlement Agreement.

5 7. Failure to Comply with Agreement. Petitioner agrees that if it fails to
6 comply with the terms of this Agreement, the Commissioner may, in addition to all other
7 available remedies it may invoke under the CFL, summarily suspend/revoke the CFL
8 license of Petitioner until Petitioner is in compliance. Petitioner waives any notice and
9 hearing rights to contest such summary suspensions/revocations which may be afforded
10 under the CFL, the California Administrative Procedure Act, the California Code of Civil
11 Procedure, or any other provision of law in connection therewith.

12 8. Information Willfully Withheld or Misrepresented. This Agreement may be
13 revoked, and the Commissioner may pursue any and all remedies available under law
14 against Petitioner if the Commissioner discovers that Petitioner knowingly or willfully
15 withheld or misrepresented information used for and relied upon in this Agreement.

16 9. Future Actions by Commissioner. If Petitioner fails to comply with any
17 terms of the Agreement, the Commissioner may institute proceedings for any and all
18 violations otherwise resolved under this Agreement. The Commissioner reserves the right
19 to bring any future actions against Petitioner, or any of its partners, owners, officers,
20 shareholders, directors, employees or successors for any and all unknown violations of the
21 CFL.

22 10. Assisting Other Agencies. Nothing in this Agreement limits the
23 Commissioner's ability to assist any other government agency (city, county, state, or
24 federal) with any prosecution, administrative, civil or criminal brought by that agency
25 against Petitioner or any other person based upon any of the activities alleged in this matter
26 or otherwise.

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1 11. Headings. The headings to the paragraphs of this Agreement are inserted for
2 convenience only and will not be deemed a part hereof or affect the construction or
3 interpretation of the provisions hereof.

4 12. Binding. This Agreement is binding on all heirs, assigns, and/or successors
5 in interest.

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

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

23 15. Full Integration. This Agreement is the final written expression and the
24 complete and exclusive statement of all the agreements, conditions, promises,
25 representations, and covenant between the parties with respect to the subject matter hereof,
26 and supersedes all prior or contemporaneous agreements, negotiations, representations,
27 understandings, and discussions between and among the parties, their respective
28

1 representatives, and any other person or entity, with respect to the subject matter covered
2 hereby.

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

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

11 18. Effect Upon Future Proceedings. If Respondent applies for any license,
12 permit or qualification under the Commissioner's current or future jurisdiction, or are the
13 subject of any future action by the Commissioner to enforce this Agreement, then the
14 subject matter hereof shall be admitted for the purpose of such application(s) or enforcement
15 proceedings(s).

16 19. Voluntary Agreement. Petitioner enters into this Agreement voluntarily and
17 without coercion and acknowledges that no promises, threats or assurances have been made
18 by the Commissioner or any officer, or agent thereof, about this Agreement. The parties
19 each represent and acknowledge that he, she or it is executing this Agreement completely
20 voluntarily and without any duress or undue influence of any kind from any source.

21 20. Notice. Any notice required under this Agreement shall be provided to each
22 party at the following addresses:

23	To Petitioner:	Nasir Shaikh Chief Executive Officer Synergy Financial Partners, LLC 4500 Park Granada Blvd Suite 202 Calabasas, California 91302 www.synergylenders.com
24		
25		
26		
27	To the Commissioner:	Uche L. Enewali Senior Counsel, Enforcement Division Department of Financial Protection And
28		

1 25. Authority to Sign. Each signatory hereto covenants that he/she possesses all
2 necessary capacity and authority to sign and enter into this Agreement and undertake the
3 obligations set forth herein.

4 Dated: March 2, 2021

MANUEL P. ALVAREZ
Commissioner of Department of Financial Protection
and Innovation

7 By _____
8 MARY ANN SMITH
9 Deputy Commissioner
10 Enforcement Division
11 Attorneys for Respondent

11 Dated: March 1, 2021

SYNERGY FINANCIAL PARTNERS, LLC

12 By _____
13 NASIR SHAIKH
14 Chief Executive Officer

15 APPROVED AS TO FORM:

17 Dated: February 23, 2021

18 By _____
19 JOSEPH S. FOGEL, ESQ
20 ADEPT LAW FIRM
21 Attorneys for Petitioner

