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Attorneys for Complainant

BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION  
OF THE STATE OF CALIFORNIA

In the Matter of: )  
)  
THE COMMISSIONER OF FINANCIAL )  
PROTECTION AND INNOVATION, )  
) CONSENT ORDER  
Complainant, )  
v. )  
)  
TFA FRANCHISES LLC, doing business as )  
THE FINANCIAL ARCHITECTS )  
)  
Respondent. )  
)

This Consent Order is entered into between the Commissioner of Financial Protection and Innovation (Commissioner) and TFA Franchises LLC doing business as The Financial Architects (Respondent) (Commissioner and Respondent are collectively referred to herein as Parties) and is made with respect to the following facts:

**I.**  
**RECITALS**

A. The Commissioner is the head of the Department of Financial Protection and Innovation (Department) and is responsible for administering and enforcing the Franchise

1 Investment Law (FIL) (Corp. Code, § 31000 et seq.),<sup>1</sup> and registering the offer and sale of franchises  
2 in California. To register a franchise, a franchisor must file an application that includes a Franchise  
3 Disclosure Document (FDD) with the Department for review, in accordance with sections 31111 and  
4 31114. The FIL requires franchisors to disclose certain material information that is intended to  
5 provide prospective franchisees with facts upon which to make an informed decision to purchase a  
6 franchise, as stated in section 31001.

7 B. At all relevant times, Respondent was and is a California limited liability company  
8 with a principal place of business located at 2140 Grand Avenue, Suite 240, Chino Hills, CA 91709.  
9 At all relevant times, Respondent has sold franchises for the operation of an insurance agency  
10 focusing on life insurance and retirement plans including but not limited to IRA rollovers and final  
11 expense for seniors, as well as other services.

12 C. At all relevant times, Brenda Roxie Samaniego (Roxie Samaniego), was an individual  
13 and partner at Roxie Samaniego CPA, P.C., a professional corporation (Samaniego P.C.), doing  
14 business at 3123 Savannah Avenue, El Paso, Texas 79930. On October 29, 2004, Roxie Samaniego  
15 was certified and registered with the Texas State Board of Public Accountancy (TSBPA). On  
16 December 12, 2018, Samaniego P.C. was registered with the TSBPA. A true and correct copy of  
17 Roxie Samaniego’s and Samaniego P.C.’s license history from the official TSBPA public website at  
18 <https://www.tsbpa.texas.gov> is attached hereto and incorporated by reference herein as “Exhibit A”.

19 D. On February 29, 2020, Samaniego P.C.’s license expired. On February 28, 2021,  
20 Roxie Samaniego’s license expired. On March 11, 2021, the TSBPA revoked both Roxie  
21 Samaniego’s and Samaniego P.C.’s licenses, based upon violations regarding competence,  
22 discreditable acts, responses, conduct indicating lack of fitness to serve the public as a professional  
23 accountant, and/or violation of a rule of professional conduct adopted by the TSBPA.

24 E. Pursuant to section 31200, it is unlawful for any person willfully to make any untrue  
25 statement of a material fact in any application, notice or report filed with the Commissioner under  
26 the FIL, or willfully omit to state in any such application, notice, or report any material fact which is  
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<sup>1</sup> All further statutory references are to the Corporations Code unless otherwise indicated.

1 required to be stated therein or fail to notify the Commissioner of any material change as required by  
2 section 31123.

3 F. Pursuant to section 31201, it is unlawful for any person to offer or sell a franchise in  
4 California by means of any written or oral communication not enumerated in section 31200 which  
5 includes an untrue statement of a material fact or omits to state a material fact necessary in order to  
6 make the statement made, in light of the circumstances under which they were made, not misleading.

7 G. On June 8, 2021, Respondent filed an application for registration with the Department  
8 to offer and sell franchises in California (Application). The Application included an auditor's  
9 consent and an FDD containing audited financial statements accompanied by an independent  
10 auditor's report signed by Samaniego P.C. as the firm conducting the audit (2020 Financial  
11 Statements). The 2020 Financial Statements included a balance sheet as of December 31, 2020,  
12 related statement of operations, members equity, cash flow and related notes for the period of  
13 August of 2020 through December 31, 2020. The independent auditor's report contained an  
14 unqualified audit opinion on the 2020 Financial Statements. On June 25, 2021, the Department  
15 issued an order making this registration effective, thereby allowing Respondent to offer and sell  
16 franchises in California from June 25, 2021 through April 20, 2022.

17 H. Respondent included the auditor's consent and financial Statements with  
18 accompanying independent auditor's report in its Application with the Department even though  
19 Samaniego P.C.'s license expired on February 29, 2020, and both Samaniego P.C.'s and Roxie  
20 Samaniego's licenses were revoked by the TSBPA on March 11, 2021. Respondent failed to  
21 disclose to the Commissioner that Samaniego P.C. was not licensed by the TSBPA at the time the  
22 Application was filed with the Department.

23 I. The Commissioner finds that the failure to disclose in the Application that Samaniego  
24 P.C.'s license expired on February 29, 2020, Roxie Samaniego's license expired on February 28,  
25 2021, and Samaniego P.C.'s and Roxie Samaniego's licenses were both revoked by the TSBPA on  
26 March 11, 2021, is an omission of a material fact under the FIL, in violation of section 31200.

27 J. The Commissioner also finds that the inclusion of the 2020 Financial Statements in  
28 the Application accompanied by Samaniego P.C.'s independent auditor's report stating that such

1 2020 Financial Statements were audited when Samaniego P.C. was not qualified to conduct audits is  
2 an untrue statement of a material fact in an application filed with the Commissioner, in violation of  
3 section 31200.

4 K. The Commissioner further finds that Respondent offered and sold franchises using an  
5 FDD containing an untrue statement of a material fact, since the FDD contained 2020 Financial  
6 Statements accompanied by Samaniego’s P.C.’s independent auditor’s report stating that the 2020  
7 Financials were audited when Samaniego P.C. was not qualified to conduct audits, in violation of  
8 section 31201.

9 L. NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions  
10 set forth herein, the Parties agree as follows:

11 **II.**

12 **TERMS AND CONDITIONS**

13 1. Purpose. This Consent Order resolves the issues before the Commissioner,  
14 described in the Recitals above, in a manner that avoids the expense of a hearing and other possible  
15 court proceedings, protects consumers, is in the public interest, and is consistent with the purposes  
16 and provisions of the applicable law.

17 2. Desist and Refrain Order. Pursuant to section 31406, TFA Franchises LLC doing  
18 business as The Financial Architects is hereby ordered to desist and refrain from the violations set  
19 forth herein, in violation of Corporations Code sections 31200 and 31201, and from any violations  
20 of the Franchise Investment Law. The issuance of this order is necessary, in the public interest, for  
21 the protection of investors, and is consistent with the purposes, policies, and provisions of the  
22 Franchise Investment Law.

23 3. Penalties. Respondent shall pay an administrative penalty of \$7,500 (Penalties), in  
24 seven (7) equal installments. Each payment will be in the sum of \$1,071.43 and due in the first week  
25 of each month, starting in the month of November 2021, following the Effective Date of the order  
26 (Paragraph 23). The seventh (7<sup>th</sup>) installment payment will be made in the month of April, before  
27 the franchise registration expiration date of April 20, 2022. The Penalties must be made payable in  
28 the form of a cashier’s check or Automated Clearing House deposit to the Department and

1 transmitted to the attention of Accounting at the Department of Financial Protection and Innovation,  
2 2101 Arena Boulevard, Sacramento, California 95834. Notice of the payment must be concurrently  
3 sent via email to Shohreh Aram at Shohreh.Aram@dfpi.ca.gov. Failure to pay Penalties in a timely  
4 manner shall be deemed to be a material breach of this Consent Order.

5 4. Cancellation and Refund Offer. Respondent agrees to make offers (Cancellation  
6 Offers) within thirty (30) days after the Effective Date to all franchisees listed in the franchisee list  
7 (Franchisee List), attached hereto and incorporated by reference herein as “Exhibit B”, to cancel  
8 their franchise agreements and obtain a refund of all initial franchise fees paid (Refund Payment).  
9 The form of Cancellation Offer shall be in the form approved by the Commissioner (Cancellation  
10 Form), attached hereto and incorporated by reference herein as “Exhibit C” and shall be sent to  
11 franchisees on the Franchisee List by certified mail. No credits or benefits paid to, or received by, a  
12 franchisee shall offset any refund payment. This provision shall apply to all California franchisees  
13 who purchased a The Financial Architect franchise regardless of whether they were terminated on or  
14 before the Effective Date, including any that are eligible but may have been omitted from the  
15 Franchisee List (“Exhibit C”), according to proof. The Refund Payments shall be made within ten  
16 (10) calendar days from the date the franchisor receives any acceptance of the Cancellation and  
17 Refund Offer. Within sixty (60) days after the Effective Date, Respondent shall submit to the  
18 Commissioner satisfactory documentation evidencing each franchisee’s response to the Cancellation  
19 Offer via email to Shohreh Aram at Shohreh.Aram@dfpi.ca.gov. Respondent is responsible for  
20 ensuring that any refund payment owed to any franchisee that has not been cashed within one  
21 hundred eighty (180) days of the Effective Date of this Consent Order shall escheat to the State of  
22 California in accordance with the Unclaimed Property Law.

23 5. Post-Effective Amendment to Current Registration. Respondent hereby agrees that it  
24 shall cease the offer or sale of franchises in California until it has filed a post-effective amendment  
25 application in accordance with section 31123 to its currently effective registration (identified by the  
26 Department as app-21588) containing new audited financial statements and otherwise complying  
27 with the FIL and the Department has issued an order registering such post-effective amendment.

28 6. Waiver of Hearing Rights. Respondent acknowledges that the Commissioner is

1 ready, willing, and able to proceed with the filing of an administrative enforcement action on the  
2 charges contained in this Consent Order. Respondent hereby waives the right to any hearings, and to  
3 any reconsideration, appeal, or other right to review which may be afforded pursuant to the FIL, the  
4 Administrative Procedure Act (APA), the Code of Civil Procedure (CCP), or any other provision of  
5 law. Respondent further expressly waives any requirement for the filing of any accusation pursuant  
6 to Government Code section 11415.60, subdivision (b). By waiving such rights, Respondent  
7 effectively consents to this Consent Order becoming final.

8       7.     Failure to Comply with Consent Order. Respondent agrees that if it fails to comply  
9 with the terms of this Consent Order, the Commissioner may, in addition to all other available  
10 remedies it may invoke under the FIL, summarily suspend or revoke Respondent’s franchise  
11 registration (if applicable) or deny Respondent’s FIL applications (if applicable), until Respondent  
12 is in compliance. Respondent waives any notice and hearing rights to contest such summary  
13 actions by the Commissioner, which may be afforded under the FIL, APA, CCP, or any other  
14 provision of law.

15       8.     Information Willfully Withheld or Misrepresented. This Consent Order may be  
16 revoked, and the Commissioner may pursue any and all remedies available under law against  
17 Respondent, if the Commissioner discovers that Respondent knowingly or willfully withheld or  
18 misrepresented information used for and relied upon in this Consent Order.

19       9.     Future Actions by Commissioner. If Respondent fails to comply with any terms of  
20 the Consent Order, the Commissioner may institute proceedings for any and all violations otherwise  
21 resolved by this Consent Order. The Commissioner reserves the right to bring any future actions  
22 against Respondent, or any of its partners, owners, officers, shareholders, directors, employees, or  
23 successors for any and all unknown violations of the FIL or any other law under the Commissioner’s  
24 jurisdiction.

25       10.    Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner’s  
26 ability to assist any other government agency (whether city, county, state, or federal) with any  
27 administrative, civil, or criminal action brought by that agency against Respondent, or any other  
28 person based upon any of the activities alleged in this matter or otherwise.

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

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

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

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

21           15.    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 covenant  
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.

27           16.    Governing Law. This Consent Order will be governed by and construed in  
28 accordance with California law. Each of the Parties hereto consents to the jurisdiction of such

1 court, and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an  
2 inconvenient forum to the maintenance of such action or proceeding in such court.

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

6 18. Effect Upon Future Proceedings. If Respondent applies for any license, registration,  
7 permit, or qualification under the Commissioner’s current or future jurisdiction, or is the subject of  
8 any future action by the Commissioner to enforce this Consent Order, then the subject matter hereof  
9 shall be admitted for the purpose of such application(s) or enforcement proceeding(s).

10 19. Voluntary Order. Respondent enters into this Consent Order voluntarily and without  
11 coercion and acknowledges that no promises, threats, or assurances have been made by the  
12 Commissioner or any officer, or agent thereof, about this Consent Order. The Parties each  
13 represent and acknowledge that he, she, or it is executing this Consent Order completely voluntarily  
14 and without any duress or undue influence of any kind from any source.

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

17 To Respondent: Mariah Lorenzen  
18 TFA Franchises LLC  
19 2140 Grand Avenue, Suite 240  
20 Chino Hills, CA 91709  
21 Mariah@tfainsuranceadvisors.com

22 To the Commissioner: Shohreh Aram, Senior Counsel  
23 Department of Financial Protection and Innovation  
24 320 W. 4<sup>th</sup> Street, Suite 750  
25 Los Angeles, CA 90013  
26 Shohreh.Aram@dfpi.ca.gov

27 21. Signatures. A fax, scanned, or electronic signature shall be deemed the same as an  
28 original signature.

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



1           23.    Effective Date. This Consent Order shall become final and effective when signed by  
2 all Parties and delivered by the Commissioner’s agent via e-mail to Respondent’s agent, Susan  
3 Grueneberg, Esq. at Cozen O’Connor, 601 S. Figueroa Street, Suite 3700, Los Angeles, CA 90017.

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

7  
8 Dated: 11/2/2021

CHRISTOPHER S. SHULTZ  
Acting Commissioner of Financial Protection  
and Innovation

9  
10  
11 By: \_\_\_\_\_  
12 JENNIFER RUMBERGER  
13 Deputy Commissioner

14  
15 Dated: 10/29/2021

TFA FRANCHISES LLC, doing business as THE  
FINANCIAL ARCHITECTS

16  
17  
18 By: \_\_\_\_\_  
19 MANUEL R. SOTO  
20 Chief Executive Officer