

1 MARY ANN SMITH  
Deputy Commissioner  
2 JOANNE ROSS (State Bar No. 202338)  
Senior Counsel  
3 VANESSA LU (State Bar No. 295217)  
Senior Counsel  
4 TAYLOR HERRLINGER (State Bar No. 314791)  
Counsel  
5 RYAN CASSIDY (State Bar No. 340274)  
Counsel  
6  
7 Department of Financial Protection and Innovation  
2101 Arena Boulevard  
8 Sacramento, California 95834  
9 Telephone: (916) 936-7908  
Facsimile: (916) 928-7929  
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11 Attorneys for Complainant

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

14 In the Matter of: ) CRD NO.: 152229  
15 THE COMMISSIONER OF FINANCIAL )  
PROTECTION AND INNOVATION, ) Consent Order  
16 )  
17 Complainant, )  
18 v. )  
19 STRONG WEALTH MANAGEMENT LLC, )  
20 Respondent. )  
21 )

22 The Commissioner of Financial Protection and Innovation (Commissioner) and Strong Wealth  
23 Management LLC (Strong Wealth) (collectively, the Parties), enter into this Consent Order with  
24 respect to the following facts:

25 **I.**  
26 **Recitals**

27 A. The Commissioner is authorized to administer and enforce the provisions of the  
28 Corporate Securities Law of 1968 (Corp. Code, § 25000 et seq.) (CSL) and the regulations

1 promulgated thereunder at title 10 of the California Code of Regulations, which include the licensure,  
2 examination, and regulation of investment advisers and broker-dealers.

3 B. Strong Wealth is a California limited liability company with its principal place of  
4 business at 5455 Castle Knoll Road, La Canada, California 91011.

5 C. On April 21, 2011, the Commissioner issued an investment adviser certificate to  
6 Strong Wealth pursuant to Corporations Code section 25230, Central Registration Depository (CRD)  
7 Number 152229.

8 D. George Strong (CRD NO. 4908604) is the managing member and investment adviser  
9 representative of Strong Wealth.

10 E. On June 30, 2022, the Commissioner instructed Strong Wealth to file an annual  
11 amendment to its Form ADV in Investment Adviser Registration Depository (IARD) no later than 30  
12 days after June 30, 2022, the date of the letter.

13 F. According to IARD, the investment adviser failed to timely file an annual updating  
14 amendment to its Form ADV for Fiscal Year 2021. Pursuant to California Code of Regulations, title  
15 10, section 260.241.4, subdivision (e), a licensed investment adviser shall file an annual updating  
16 amendment, in accordance with the instructions in Form ADV, with IARD in accordance with its  
17 procedures for transmission to the Commissioner within ninety (90) days of the end of the investment  
18 adviser's fiscal year.

19 G. As a result of the foregoing, on or about September 8, 2022, the Commissioner issued  
20 an Order to Discontinue Violation against Strong Wealth pursuant to Corporations Code section  
21 25249 for violations of Corporations Code section 25241 and California Code of Regulations, title  
22 10, section 260.241.4, subdivision (e).

23 H. After the Order to Discontinue became final, Strong Wealth still did not file an annual  
24 updating amendment. On or about November 7, 2022, the Commissioned issued a Suspension Order  
25 against Strong Wealth for the continuing failure to file an annual updating amendment and for  
26 violation of the Order to Discontinue Violation.

27 I. On or about November 21, 2022, Strong Wealth submitted its 2021 annual updating  
28 amendment to Form ADV, with IARD.

1 J. Strong Wealth admits to the jurisdiction of the Department of Financial Protection and  
2 Innovation (Department) and it is the intention of the Parties to resolve this matter without the  
3 necessity of a hearing and/or other litigation.

4 K. The Commissioner finds this action is appropriate, in the public interest, is necessary  
5 for the protection of investors, and is consistent with the purposes fairly intended by the policies and  
6 procedures of the CSL.

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

9 **II.**  
10 **Terms**

11 1. Purpose: This Consent Order resolves the issues before the Commissioner described  
12 paragraphs A-K above in a manner that avoids the expense of a hearing and other possible court  
13 proceedings, protects consumers, is in the public interest, and is consistent with the purposes and  
14 provisions of the CSL.

15 2. Rescission Order: The Suspension Order issued against Strong Wealth on November 7,  
16 2022, pursuant to Corporations Code section 25242 is hereby rescinded. The Parties agree that the  
17 Rescission Order shall immediately rescind the outstanding Suspension Order.

18 3. Penalties: Pursuant to Corporations Code section 25252, Strong Wealth agrees to pay  
19 \$1,000.00 in penalties to the Commissioner within 30 days of the Effective Date of this Consent  
20 Order. The penalty must be made payable in the form of a cashier's check or Automated Clearing  
21 House deposit to the Department of Financial Protection and Innovation and transmitted to the  
22 attention of Accounting – Litigation, at the Department of Financial Protection and Innovation, 2101  
23 Arena Boulevard, Sacramento, California 95834. Notice of the payment must be concurrently sent to  
24 Taylor Herrlinger, Counsel, Enforcement Division via email at taylor.herrlinger@dfpi.ca.gov.

25 4. Filings: Strong Wealth understands and agrees that the Commissioner will file a Form U6  
26 on IARD that describes the terms of this Consent Order and identify this as a regulatory action.

27 5. Waiver of Hearing Rights: Strong Wealth acknowledges that the Commissioner is ready,  
28 willing, and able to proceed with an administrative enforcement action on the charges contained in

1 this Consent Order. Strong Wealth hereby waives the right to any hearings, and to any  
2 reconsideration, appeal, or other right to review which may be afforded pursuant to the CSL, the  
3 California Administrative Procedure Act, the California Code of Civil Procedure, or any other  
4 provision of law. Strong Wealth further expressly waive any requirement for the filing of an  
5 Accusation pursuant to Government Code section 11415.60, subdivision (b). By waiving such rights,  
6 Strong Wealth effectively consents to this Consent Order and Rescission Order becoming final.

7       6. Failure to Comply with Consent Order: Strong Wealth agrees that if it fails to meet any  
8 requirement of this Consent Order, the Commissioner may, in addition to all other remedies available  
9 that she may invoke under the CSL, immediately suspend or revoke the license of Strong Wealth.  
10 Strong Wealth hereby waives any notice and hearing rights to contest the immediate suspension or  
11 revocation which may be afforded under the CSL, the California Administrative Procedure Act, the  
12 California Code of Civil Procedure, or any other provision of law in connection therewith.

13       7. Information Willfully Withheld or Misrepresented: This Consent Order may be revoked  
14 and the Commissioner may pursue any and all remedies available under law against Strong Wealth if  
15 the Commissioner discovers that Strong Wealth knowingly or willfully withheld or misrepresented  
16 information used for and relied upon in this Consent Order.

17       8. Future Actions by the Commissioner: If Strong Wealth fails to comply with any terms of  
18 this Consent Order, the Commissioner may institute proceedings for any and all violations otherwise  
19 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions  
20 against Strong Wealth, or any of its partners, owners, officers, shareholders, directors, affiliates,  
21 employees, or successors for any and all violations of the CSL not addressed herein.

22       9. Assisting Other Agencies: Nothing in this Consent Order limits the Commissioner's  
23 ability to assist any other government agency (whether city, county, state, or federal) with any  
24 administrative, civil, or criminal action brought by that agency against Strong Wealth or any other  
25 person based upon the activities described herein or otherwise.

26       10. Headings: The headings to the paragraphs of this Consent Order are inserted for  
27 convenience only and will not be deemed a part hereof or affect the construction or interpretation of  
28 the provisions herein.

1           11. Binding: This Consent Order is binding on all heirs, assigns, and/or successors in interest.

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

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

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

23           15. Governing Law: This Consent Order will be governed by and construed in accordance  
24 with California law. Each of the Parties hereto consents to the jurisdiction of such court, and hereby  
25 irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the  
26 maintenance of such action or proceeding in such court.

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

4           17. Effect Upon Future Proceedings: If Strong Wealth applies for any license, permit or  
5 qualification under the Commissioner's current or future jurisdiction, or are the subject of any future  
6 action by the Commissioner to enforce this Consent Order, then the subject matter hereof shall be  
7 admitted for the purpose of such application(s) or enforcement proceedings(s).

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

13           19. Independent Legal Advice: Each of the Parties represents, warrants, and agrees that it has  
14 had the opportunity to seek independent legal advice from its attorneys with respect to the  
15 advisability of executing this Consent Order.

16           20. No Presumption Against Drafting Party: Each Party acknowledges that it has had the  
17 opportunity to draft, review, and edit the language of this Consent Order. Accordingly, the Parties  
18 intend that no presumption for or against the drafting Party will apply in construing any part of this  
19 Consent Order. The Parties waive the benefit of Civil Code section 1654 as amended or  
20 corresponding provisions of any successor statute, which provide that in cases of uncertainty,  
21 language of a contract should be interpreted most strongly against the Party that caused the  
22 uncertainty to exist.

23           21. Notice: Any notice required under this Consent Order shall be provided to each Party at  
24 the following addresses:

25 To Strong Wealth Management LLC:

26           George Strong  
27           16 N. Marengo Avenue, Suite 315  
28           Pasadena, California 91101  
              gstrong@strongwealthmgmt.com

1 To the Commissioner:

2 Taylor Herrlinger  
3 Counsel  
4 Enforcement Division  
5 Department of Financial Protection and Innovation  
6 2101 Arena Boulevard  
7 Sacramento, California 95834  
8 taylor.herrlinger@dfpi.ca.gov

9 22. Signatures: A fax or electronic mail signature shall be deemed the same as an original  
10 signature.

11 23. Public Record: Strong Wealth hereby acknowledges that this Consent Order will be a  
12 matter of public record.

13 24. Effective Date: This Consent Order shall become final and effective when signed by all  
14 Parties and delivered by the Commissioner’s agent by email to Strong Wealth or its counsel at  
15 gstrong@strongwealthmgmt.com or kkfitzgerald@jonesbell.com.

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

4 Dated: December 1, 2022

CLOTHILDE V. HEWLETT  
Commissioner of Financial Protection and Innovation



6 By \_\_\_\_\_  
7 MARY ANN SMITH  
8 Deputy Commissioner  
9 Enforcement Division

13 Dated: December 1, 2022

12 By \_\_\_\_\_  
14 GEORGE STRONG  
15 Investment Adviser Representative  
16 Strong Wealth Management LLC

17 APPROVED AS TO FORM AND CONTENT

20 Dated: \_\_\_\_\_, 2022

21 By \_\_\_\_\_  
22 KEVIN K. FITZGERALD  
23 Co-Managing Partner  
24 JonesBell LLP