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8 Attorneys for Complainant

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

In the Matter of: )  
)  
THE COMMISSIONER OF FINANCIAL ) CFL LICENSE No.: 60DBO-101086  
PROTECTION AND INNOVATION, )  
) **CONSENT ORDER**  
Complainant. )  
)  
v. )  
)  
PREMIER BUSINESS LENDING, )  
)  
Respondent. )  
\_\_\_\_\_ )

1 This Consent Order is entered into between the Commissioner of Financial Protection and  
2 Innovation (Complainant or Commissioner) and Respondent PREMIER BUSINESS LENDING  
3 (Respondent) and is made with respect to the following facts:

4 **I.**

5 **RECITALS**

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

9 B. Respondent is a California corporation.

10 C. Respondent has a principal place of business at 5170 Golden Foothill Parkway, El  
11 Dorado Hills, California, 95762.

12 D. Respondent was licensed as a finance lender and broker under the California  
13 Financing Law (CFL) (Fin. Code, § 22000, et seq.) with license number 60DBO-101086 from May  
14 18, 2020 through December 30, 2022.

15 E. In accordance with Section 22107, each finance lender, broker, or program  
16 administrator licensee shall pay to the Commissioner its pro rata share of all costs and expenses,  
17 including the costs and expenses associated with the licensing of mortgage loan originators it  
18 employs, reasonably incurred in the administration of this division, as estimated by the  
19 Commissioner, for the ensuing year and any deficit actually incurred or anticipated in the  
20 administration of the program in the year in which the assessment is made. CFL licensees must pay  
21 the annual assessment on or before the 31st day of October each year.

22 F. Under Section 22150, Complainant may make general rules and regulations and  
23 specific rulings, demands, and findings for the enforcement of, and within the general purposes of,  
24 the CFL.

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28 <sup>1</sup> Cal. Fin. Code § 22000, *et seq.* All subsequent statutory references are to the California Financial Code unless otherwise specified.

1 G. Pursuant to a Commissioner’s Order on Electronic Communications, dated November  
2 22, 2013, each CFL licensee must establish an email address for communications from the  
3 Commissioner (Designated Email Address).

4 H. In September, the Commissioner sent Respondent an Assessment Notice. The notice  
5 was mailed to the Respondent’s address on file with the Department (Registered Address) on  
6 September 26, 2022, and was emailed to the Respondent’s Designated Email Address on September  
7 28, 2022. The notice stated that the annual assessment would become delinquent if not paid by  
8 October 31, 2022.

9 I. As of December 19, 2022, Respondent had not paid its annual assessment. The failure  
10 to pay the annual assessment on or before October 31, 2022, represents a violation of Section 22107.

11 J. On December 19, 2022, the Commissioner issued an Order Summarily Revoking  
12 California Financing Law License Pursuant to Financial Code Section 22107 for CFL license  
13 number 60DBO-101086 (Revocation Order). The Commissioner set the Revocation Order to  
14 become effective December 30, 2022, unless payment of the annual assessment was received by  
15 close of business on December 27, 2022.

16 K. To date, the assessment remains unpaid. As such, the Revocation Order became  
17 effective December 30, 2022.

18 L. Respondent admits to the jurisdiction of the Commissioner and it is the intention of  
19 the parties to resolve this matter without the necessity of a hearing and/or other litigation.

20 M. The Commissioner finds that entering into this Consent Order is in the public interest  
21 and consistent with the purposes fairly intended by the CFL.

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

24 **II.**

25 **TERMS AND CONDITIONS**

26 1. Purpose. The parties intend to resolve this matter for the purpose of judicial economy  
27 and expediency and without the uncertainty and expense of a hearing or other litigation.  
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1           2.       Desist and Refrain Order. Pursuant to Section 22712, Respondent is hereby ordered to  
2 desist and refrain from failing to timely pay the annual assessment in violation of Section 22107.

3           3.       Order Rescinding Revocation Order. The Commissioner hereby rescinds the  
4 Revocation Order, which was issued on December 19, 2022, and became effective on December 30,  
5 2022, as of the effective date of revocation.

6           4.       Order to Pay Annual Assessment. Pursuant to Section 22107, the Commissioner  
7 hereby orders Respondent to pay \$250.00 to the Department of Financial Protection and Innovation  
8 for the 2022 – 2023 annual assessment. The annual assessment shall be paid to the Commissioner  
9 within 30 days of the Effective Date of this Consent Order as defined in paragraph 25. The annual  
10 assessment shall be labeled “2022 – 2023 annual assessment” and made payable in the form of a  
11 cashier’s check or Automated Clearing House deposit to the “Department of Financial Protection  
12 and Innovation,” and transmitted to the attention of:

13                   ATTN: Accounting  
14                   Department of Financial Protection and Innovation  
15                   2101 Arena Boulevard  
16                   Sacramento, California 95834

17 Notice of payment shall be made via email to Noah Bean, Senior Counsel at Department of  
18 Financial Protection and Innovation, at noah.bean@dfpi.ca.gov.

19           5.       Failure to Pay Annual Assessment. If Respondent fails to comply with paragraphs 2  
20 or 4, the Commissioner may summarily revoke Respondent’s license.

21           6.       Waiver of Notice and Hearing Rights. Respondent acknowledges the Commissioner  
22 is ready, willing, and able to proceed with a hearing on the summary revocation order. Respondent  
23 hereby waives the right to any notice or hearings, and to any reconsideration, appeal, or other right to  
24 review which may be afforded pursuant to the CFL, the California Administrative Procedure Act, the  
25 California Code of Civil Procedure, or any other provision of law. By waiving such rights,  
26 Respondent effectively consents to this Consent Order becoming final.

27           7.       Full and Final Resolution. The parties hereby acknowledge and agree that this  
28 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 8. Information Willfully Withheld or Misrepresented. This Consent Order may be  
4 revoked, and the Commissioner may pursue any and all remedies available under law against  
5 Respondent if the Commissioner discovers that Respondent knowingly or willfully withheld or  
6 misrepresented information used for and relied upon in this Consent Order.

7 9. Future Actions by Commissioner. If Respondent fails to comply with the terms of the  
8 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise  
9 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions  
10 against Respondent, or any of its partners, owners, officers, shareholders, directors, employees, or  
11 successors for any and all unknown violations of this CFL.

12 10. Assisting Other Agencies. Nothing in this Consent Order limits the  
13 Commissioner’s ability to assist any other government agency (city, county, state or federal) with  
14 any prosecution, administrative, civil or criminal action brought by that agency against Respondent  
15 or any other person based on any of the activities alleged in this matter or otherwise.

16 11. No Presumption Against Drafter. 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 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 who caused the  
22 uncertainty to exist.

23 12. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it  
24 has had the opportunity to receive independent advice from an attorney(s) and/or representatives  
25 with respect to the advisability of executing this Consent Order.

26 13. 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 hereof.

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

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

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

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

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

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

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

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

13           22.    Notice. Any notice required under this Consent Order shall be provided to each party  
14 at the following addresses:

15 To Respondent:   PREMIER BUSINESS LENDING  
16   Eric Jenkins  
17   5170 Golden Foothill Parkway  
18   El Dorado Hills, California, 95762  
  ejenkins@premierbusinesslending.com

19 To the Commissioner:                                 Noah M. Bean, Senior Counsel  
20   Department of Financial Protection and Innovation  
21   2101 Arena Blvd  
22   Sacramento, California 95691  
  Noah.Bean@dfpi.ca.gov

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

25           24.    Public Record. Respondent hereby acknowledges that the Consent Order is and will  
26 be a matter of public record.  
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25. 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 Respondent at the following email address: ejenkins@premierbusinesslending.com.

26. 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: February 15, 2023  
Sacramento, California

CLOTHILDE V. HEWLETT  
Commissioner of Financial Protection and Innovation



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

Dated: February 9, 2023

PREMIER BUSINESS LENDING

By \_\_\_\_\_  
Eric Jenkins, CEO