

1 CLOTHILDE V. HEWLETT
Commissioner
2 MARY ANN SMITH
Deputy Commissioner
3 DANIEL P. O’DONNELL
Assistant Chief Counsel
4 UCHE L. ENENWALI (State Bar No. 235832)
Senior Counsel
5 JARI BINDER (State Bar No. 333694)
Counsel
6 Department of Financial Protection and Innovation
7 One Sansome Street, Suite 600
8 San Francisco, California 94104
9 Telephone: (415) 471-0919

10 Attorneys for Complainant

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

13 In the Matter of:

14 THE COMMISSIONER OF FINANCIAL
15 PROTECTION AND INNOVATION,

16 Complainant,

17 v.

18 S.K. & ASSOCIATES LLC a.k.a.
19 S.K. & ASSOCIATES a.k.a.
20 JOHNSON ANDERSON AND
ASSOCIATES a.k.a. JA ASSOCIATES a.k.a.
21 JOHNSON ANDERSON ASSOCIATES,

21 Respondents.

) SETTLEMENT AGREEMENT

22
23 The Commissioner of Financial Protection and Innovation (Commissioner), and S.K. &
24 Associates LLC a.k.a. S.K. & Associates a.k.a. Johnson, Anderson and Associates a.k.a. JA
25 Associates a.k.a. Johnson Anderson Associates (collectively, the Respondents) enter into this
26 Settlement Agreement with respect to the following facts:

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1 **I.**

2 **Recitals**

3 This Settlement Agreement is made with reference to the following:

4 ***Legal Background***

5 A. The Commissioner has jurisdiction over the licensing and regulation of persons
6 engaged in the business of debt collection in California under the Debt Collection Licensing Act
7 (DCLA) (Fin. Code, § 100000 et seq.).

8 B. The Commissioner also has jurisdiction over the regulation of persons who engage,
9 have engaged, and propose to engage in offering or providing a consumer financial product or
10 service in California and affiliated service providers under the California Consumer Financial
11 Protection Law (CCFPL) (Cal. Fin. Code § 90000, et seq.). Collecting debt relating to a consumer
12 financial product or service is conduct covered by the CCFPL. (Fin. Code, § 90005, subd. (k)(10).)

13 ***Applicable Law – DCLA***

14 C. Under the DCLA, “[n]o person shall engage in the business of debt collection in this
15 state without first obtaining a license.” (Fin. Code, § 100001, subd. (a).)

16 D. The DCLA provides that “[t]he commissioner shall allow any debt collector that
17 submits an application prior to January 1, 2022, to operate pending the approval or denial of the
18 application.” (Fin. Code, § 100001, subd. (c).)

19 E. A “debt” is defined as “money, property, or their equivalent that is due or owing or
20 alleged to be due or owing from a natural person to another person.” (Fin. Code, §100002, subd.
21 (h).)

22 F. A “consumer debt” or “consumer credit” is defined as “means money, property, or
23 their equivalent, due or owing, or alleged to be due or owing, from a natural person by reason of a
24 consumer credit transaction. The term “consumer debt” includes a mortgage debt. The term
25 “consumer debt” includes “charged-off consumer debt” as defined in Section 1788.50 of the Civil
26 Code.” (Fin. Code, § 100002, subd. (f).)

27 G. The DCLA defines “debt collection” as “any act or practice in connection with the
28 collection of consumer debt.” (Fin. Code, §100002, subd. (i).)

1 H. “Debt collector” means “any person who, in the ordinary course of business,
2 regularly, on the person’s own behalf or on behalf of others, engages in debt collection. The term
3 includes any person who composes and sells, or offers to compose and sell, forms, letters and other
4 collection media used or intended to be used for debt collection. The term “debt collector” includes
5 “debt buyer” as defined in Section 1788.50 of the Civil Code.” (Fin. Code, §100002, subd. (j).)

6 ***Applicable Law – CCFPL***

7 I. Under the CCFPL, it is unlawful for a “covered person” to “[e]ngage, have engaged,
8 or propose to engage in any unlawful, unfair, deceptive, or abusive act or practice with respect to
9 consumer financial products or services.” (Fin. Code, § 90003, subd. (a)(1).)

10 J. For any person who knowingly or recklessly provides substantial assistance to a
11 covered person or service provider in violation of subdivision (a), or any rule or order issued
12 thereunder, the provider of that substantial assistance shall be deemed to be in violation of that
13 section to the same extent as the person to whom that assistance is provided. (Fin. Code, § 90003,
14 subd. (b).)

15 K. A “covered person” includes “[a]ny person that engages in offering or providing a
16 consumer financial product or service to a resident of this state.” (Fin. Code, § 90005, subd. (f)(1).)

17 L. A “consumer financial product or service” is generally a “financial product or service
18 that is delivered, offered, or provided for use by consumers primarily for personal, family, or
19 household purposes.” (Fin. Code, § 90005, subd. (e)(1).)

20 M. “Financial product or service” includes, among other things, “[p]roviding financial
21 advisory services ... including ... Extending credit and servicing extensions of credit, including
22 acquiring, purchasing, selling, brokering extensions of credit, other than solely extending
23 commercial credit to a person who originates consumer credit transactions . . . Collecting debt
24 related to any consumer financial product or service” (Fin. Code, §§ 90005, subds. (k)(1) and
25 (10).)

26 N. Under Financial Code section 90015, subdivision (d), if, in the opinion of the
27 Commissioner, any person engages, has engaged, or proposes to engage in any activity prohibited by
28 section 90003 or 90004, the Commissioner “may issue an order directing the person to desist and

1 refrain from engaging in the activity, act, practice, or course of business.”

2 O. Under Financial Code section 90012, subdivision (c), in any administrative action
3 brought pursuant to the CCFPL, any person that violates, through any act or omission, any provision
4 of the CCFPL shall forfeit and pay a penalty not exceeding \$2,500.00 for each act or omission in
5 violation of the CCFPL. (Fin. Code, § 90012, subd. (c)(1)(A)(i).)

6 ***Applicable Law – Rosenthal Act (Rosenthal)***

7 P. Under Civil Code section 1788.11 “No debt collector shall collect or attempt to
8 collect a consumer debt by means of the following practices . . . (b) Placing a telephone call without
9 disclosing the caller’s identity, provided that an employee of a licensed collection agency may
10 identify oneself by using their registered alias name if they correctly identify the agency that they
11 represent” (Emphasis applied.)

12 Q. Civil Code section 1788.13 provides, “No debt collector shall collect or attempt to
13 collect a consumer debt by means of the following practices: . . . (i) The false representation of the
14 true nature of the business or services being rendered by the debt collector; (j) The false
15 representation that a legal proceeding has been, is about to be, or will be instituted unless payment of
16 a consumer debt is made.”

17 R. Under Civil Code section 1788.14 “No debt collector shall collect or attempt to
18 collect a consumer debt by means of the following practices: . . . (d) Sending a written
19 communication to a debtor in an attempt to collect a time-barred debt without providing the debtor
20 with one of the following written notices: (1) If the debt is not past the date for obsolescence set
21 forth in Section 605(a) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681c), the
22 following notice shall be included in the first written communication provided to the debtor after the
23 debt has become time-barred: “The law limits how long you can be sued on a debt. Because of the
24 age of your debt, we will not sue you for it. If you do not pay the debt, [insert name of debt
25 collector] may [continue to] report it to the credit reporting agencies as unpaid for as long as the law
26 permits this reporting. . . .”

27 S. Civil Code section 1788.17 provides “Notwithstanding any other provision of this
28 title, every debt collector collecting or attempting to collect a consumer debt shall comply with the

1 provisions of Sections 1692b to 1692j, inclusive, of, and shall be subject to the remedies in Section
2 1692k of, Title 15 of the United States Code . . .”

3 ***Applicable Law – Federal Debt Collection Practices Act (FDCPA)***

4 T. Under 15 U.S.C. section 1692e, “A debt collector may not use any false, deceptive, or
5 misleading representation or means in connection with the collection of any debt. Without limiting
6 the general application of the foregoing, the following conduct is a violation of this section: . . . (11)
7 The failure to disclose in the initial written communication with the consumer and, in addition, if the
8 initial communication with the consumer is oral, in that initial oral communication, that the debt
9 collector is attempting to collect a debt and that any information obtained will be used for that
10 purpose, and the failure to disclose in subsequent communications that the communication is from a
11 debt collector, except that this paragraph shall not apply to a formal pleading made in connection
12 with a legal action”

13 U. 15 U.S.C. section 1692g requires debt collectors to provide notice of debt, “(a) Notice
14 of debt...Within five days after the initial communication with a consumer in connection with the
15 collection of any debt, a debt collector shall, unless the following information is contained in the
16 initial communication or the consumer has paid the debt, send the consumer a written notice
17 containing-- (1) the amount of the debt; (2) the name of the creditor to whom the debt is owed; (3) a
18 statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity
19 of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector; (4) a
20 statement that if the consumer notifies the debt collector in writing within the thirty-day period that
21 the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a
22 copy of a judgment against the consumer and a copy of such verification or judgment will be mailed
23 to the consumer by the debt collector; and (5) a statement that, upon the consumer's written request
24 within the thirty-day period, the debt collector will provide the consumer with the name and address
25 of the original creditor, if different from the current creditor “

26 ***Commissioner’s Findings***

27 V. At all relevant times, S.K. & Associates LLC a.k.a. S.K. & Associates a.k.a. Johnson,
28 Anderson and Associates a.k.a. JA Associates a.k.a. Johnson Anderson Associates (S.K. Associates)

1 is a California limited liability company with a last known business address at 876 North Mountain
2 Avenue, Suite 205, Upland, California 91786.

3 W. On or around October 11, 2021, S.K. Associates contacted at least one California
4 consumer (Consumer A) by placing a telephone call and leaving a voicemail (Voicemail) containing
5 unlawful and/or deceptive statements in an attempt to collect a consumer debt, as follows:

- 6 a. The caller, identifying himself only as “Jason” (Jason), claimed to be calling
7 on behalf of “Anderson and Associates,” which is not the name, DBA, or
8 registered fictitious business name of the debt collector, as required under
9 Civil Code section 1788.11, subdivision (b) of the Rosenthal Fair Debt
10 Collection Practices Act (Rosenthal Act) (Civ. Code, § 1788 et seq.); and
11 b. Jason claimed that there was a “pending civil complaint” against Consumer A
12 “in Monterey County,” and that if Consumer A failed to call back at the
13 number 844-589-1225 (Call-Back Number) with a “file number” of 27556
14 (File Number) by October 11, 2021, then “this office will move forward
15 without [Consumer A’s] participation or knowledge” In fact, this was a
16 false representation that a legal proceeding has been, is about to be, or will be
17 instituted unless payment of a consumer debt is made, in violation of Civil
18 Code 1788.13, subdivision (j).

19 X. The aforementioned misrepresentations and omissions in the Voicemail were material
20 and likely to mislead a consumer acting reasonably under the circumstances, constituting deceptive
21 acts or practices, in violation of Financial Code section 90003, subdivision (a)(1).

22 Y. In or around October 2021, Consumer A called the Call-Back Number left in the
23 Voicemail and spoke with an individual identifying himself as “Jason Marshall” (Jason Marshall).

24 Z. Jason Marshall claimed that Consumer A owed a debt of \$3,832.13 to Capital One.
25 He then electronically sent Consumer A a “Mutual Release and Settlement” on “Johnson, Anderson”
26 letterhead that would authorize “*the merchant SK Associates or JA Associates*” to charge Consumer
27 A’s credit card in the amount of a “settlement offer” of \$2,186.14 (Mutual Release) (Emphasis
28 applied.).

1 AA. The Mutual Release provided that the parties were Johnson, Anderson and Associates
2 and Consumer A, making no reference to “Anderson and Associates,” as stated in the Voicemail,
3 and described Johnson, Anderson and Associates variously as the “Firm” and “Releasing Party.”

4 BB. The Mutual Release sent in or around October 2021 was S.K. Associates’ initial
5 written communication with Consumer A. The Mutual Release omitted to state that it was
6 attempting to collect a debt and that any information obtained will be used for that purpose, in
7 violation of Civil Code section 1788.17, which incorporates 15 U.S.C. section 1692e(11) of the Fair
8 Debt Collection Practices Act (FDCPA) (15 U.S.C. § 1692 et seq.).

9 CC. S.K. Associates and its representative Jason Marshall failed to provide at least one
10 California consumer with any written notification that included the following information required
11 pursuant to 15 U.S.C. section 1692g(a) of the FDCPA within five days of its initial communication
12 regarding the alleged debt, in violation of Civil Code section 1788.17: (1) the amount of the debt;
13 (2) the name of the creditor to whom the debt is owed; (3) a statement that unless the consumer,
14 within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof,
15 the debt will be assumed to be valid by the debt collector; (4) a statement that if the consumer
16 notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof,
17 is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the
18 consumer and a copy of such verification or judgment will be mailed to the consumer by the debt
19 collector; and (5) a statement that, upon the consumer’s written request within the thirty-day period,
20 the debt collector will provide the consumer with the name and address of the original creditor, if
21 different from the current creditor (1692g Notice).

22 DD. S.K. Associates failed to submit an application for a debt collector license by
23 December 31, 2021, which would have allowed it to continue operating as a debt collector in
24 California starting from January 1, 2022, pending the approval or denial of its application.

25 EE. In or around February 2022, despite lacking licensure or a pending application, S.K.
26 Associates engaged in the business of debt collection in this state by attempting to collect a debt
27 from at least one California consumer, in violation of Financial Code section 100001, subdivision
28 (a), and engaged in additional unlawful and/or deceptive acts or practices, as described below.

1 FF. In or around February 2022, a California consumer (Consumer B) called the Call-
2 Back Number and identified the File Number noted above in paragraph 5(b) and was transferred to a
3 representative identifying himself as “Marshall Briggs” (Marshall Briggs).

4 GG. Marshall Briggs stated to Consumer B the following information regarding Consumer
5 A’s purported debt of \$3,832.13, which was disclosed on the Mutual Release:

6 a. The original balance was \$3,832.13, and the “negotiated price is \$2,186.14.”

7 b. “We are just a mediator,” in contrast with the Mutual Release, which described
8 Johnson, Anderson and Associates as the “Releasing Party” and “Firm.”

9 c. “The first date reported was 2007 up until 2012.”

10 d. If Consumer A fails to pay, “then the information would be transferred back to the
11 original client and probably a civil complaint would be filed.”

12 HH. Marshall Briggs failed to disclose that S.K. Associates was attempting to collect a
13 debt and that any information obtained will be used for that purpose as required by Civil Code
14 section 1788.17, which incorporates 15 U.S.C. section 1692e(11) of the FDCPA.

15 II. Marshall Briggs made a false representation of the true nature of the business or
16 services being rendered by the debt collector by claiming, “[w]e are just a mediator,” in violation of
17 Civil Code section 1788.13, subdivision (i).

18 JJ. Marshall Briggs omitted the following required notice regarding time-barred debt
19 pursuant to Civil Code section 1788.14, subdivision (d):

20 [T]he law limits how long you can be sued on a debt. Because of the
21 age of your debt, we will not sue you for it. If you do not pay the
22 debt, [insert name of debt collector] may [continue to] report it to the
23 credit reporting agencies as unpaid for as long as the law permits this
reporting.

24 KK. S.K. Associates’ false statements via its representative Marshall Briggs that if the
25 California consumer fails to pay a purported debt that dated from “2007 up until 2012” then a legal
26 proceeding has been, is about to be, or will be instituted unless payment is made, were material and
27 likely to mislead a consumer acting reasonably under the circumstances, constituting deceptive acts
28 or practices in violation of Financial Code section 90003, subdivision (a)(1).

1 LL. In or around February 2022, Consumer B called the phone number listed in the
2 Mutual Release — 855-943-2940, to confirm the payment information and address for S.K.
3 Associates. Consumer B spoke with a representative who identified himself as “Jacob” (Jacob).
4 Jacob stated that S.K. Associates and Johnson, Anderson and Associates “are the same company,”
5 and confirmed that the fax number to submit the Mutual Release and the consumer’s payment was
6 281-783-2858, as indicated on the Mutual Release.

7 MM. At all relevant times herein, Respondents did not hold any license issued by the
8 Commissioner under the authority of the DCLA.

9 NN. Based on the facts above, the Commissioner finds that Respondents violated: (1) the
10 DCLA by engaging in unlicensed debt collection activities, (2) the CCFPL by engaging in unlawful,
11 unfair, deceptive, or abusive acts or practices with respect to consumer financial products or
12 services, (3) the Rosenthal Act, and (4) the Federal Debt Collection Practices Act.

13 OO. It is the intention of the parties to enter into this Settlement Agreement to resolve this
14 matter without the necessity of a hearing or other litigation.

15 PP. Respondents assert that S.K. & Associates LLC d/b/a S.K. & Associates and J.A
16 Associates d/b/a Johnson Anderson Associates are separate entities, and that J.A Associates d/b/a
17 Johnson Anderson Associates was the entity that took the foregoing actions and made the contact
18 with the consumer.

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

21 **II.**

22 **Terms and Conditions**

23 1. Purpose. This Settlement Agreement resolves the issues before the Commissioner,
24 set forth in paragraphs A to PP, above, in a manner that avoids the expense of a hearing and other
25 possible court proceedings, protects consumers, is in the public interest, and is consistent with the
26 purposes, policies, and provisions of the DCLA and CCFPL.

27 2. Finality of Settlement Agreement. Respondents agree to comply with the terms and
28 conditions of this Order and stipulate this Order is hereby deemed final.

1 3. Desist and Refrain Order. Pursuant to Financial Code section 90015, subdivision
2 (d), Respondents are hereby ordered to desist and refrain from engaging in the business of debt
3 collection in this state without first obtaining a license, in violation of DCLA, and is ordered to
4 desist and refrain from engaging in unlawful and deceptive acts and practices with respect to
5 consumer financial products or services in violation of the DCLA, CCFPL, Rosenthal, and FDCPA.
6 This desist and refrain order is final and effective from the effective date of this Settlement
7 Agreement, as defined in paragraph 24 (Effective Date).

8 4. Waiver of Hearing Rights. Respondents acknowledge that the Commissioner is
9 ready, willing, and able to proceed with the filing of an enforcement action upon the charges
10 contained in this Settlement Agreement. Respondents hereby waive the right to any hearings, and to
11 any reconsideration, appeal, or other right to review which may be afforded pursuant to the DCLA,
12 CCFPL, the California Administrative Procedure Act, the California Code of Civil Procedure, or
13 any other provision of law. By waiving such rights, Respondents effectively consent to this
14 Settlement Agreement, and the Desist and Refrain Order contained herein, becoming final.

15 5. Administrative Penalty. Respondents shall pay an administrative penalty of \$20,000
16 in two installments, with \$10,000 due at the date of signing this Settlement Agreement and \$10,000
17 due no later than sixty (60) days after the Effective Date of this Settlement Agreement as defined in
18 paragraph 24. The penalty shall be made payable in the form of a cashier's check or Automated
19 Clearing House deposit to the Department of Financial Protection and Innovation transmitted to the
20 attention of Accounting – Litigation, at the Department of Financial Protection and Innovation,
21 2102 Arena Boulevard, Sacramento, California 95834. Notice of the payment shall be concurrently
22 sent via email to Jari.Binder@dfpi.ca.gov.

23 6. Full and Final Settlement. The Parties hereby acknowledge and agree that this
24 Settlement Agreement is intended to constitute a full, final, and complete resolution of the Findings,
25 and that no further proceedings or actions will be brought by the Commissioner in connection with
26 the findings under the DCLA, CCFPL or any other provision of law, excepting therefrom any
27 proceeding to enforce compliance with the terms of this Settlement Agreement.

28 7. Failure to Comply with Settlement Agreement. Respondents agree that, if they fail

1 to comply with the terms of this Settlement Agreement, the Commissioner may avail herself of any
2 remedies she has under the DCLA, CCFPL, or any other provision of law, until Respondents are in
3 compliance. Respondents waive any notice and hearing rights which may be afforded under the
4 DCLA, CCFPL, the California Administrative Procedure Act, the California Code of Civil
5 Procedure, or any other provision of law, that the Commissioner may use to ensure compliance with
6 this Settlement Agreement.

7 8. Binding. This Settlement Agreement is binding on all heirs, assigns, and/or
8 successors in interest.

9 9. Information Willfully Withheld or Misrepresented. This Settlement Agreement may
10 be rescinded by the Commissioner, and the Commissioner may pursue any and all remedies
11 available under the law against Respondents, if the Commissioner discovers that Respondents
12 have knowingly, or willfully withheld or misrepresented information used for and relied upon in
13 this Settlement Agreement.

14 10. Commissioner’s Duties. Nothing in this Settlement Agreement limits the
15 Commissioner’s ability to assist any other government agency with any action brought by that
16 agency (city, county, state or federal) with any prosecution, administrative, civil, and/or criminal
17 brought by any such agency against the Respondents, including an action based on any of the acts,
18 omissions, or events described in this Settlement Agreement.

19 11. Independent Legal Advice. Each party represents that he or she has received
20 independent advice from its counsel or representatives regarding the advisability of executing this
21 Settlement Agreement.

22 12. Reliance. Each of the Parties represents, warrants, and agrees that in executing this
23 Settlement Agreement that he or she has relied solely on the statements set forth herein and the
24 advice of his or her own counsel. Each of the Parties further represents, warrants, and agrees that in
25 executing this Settlement Agreement he or she has placed no reliance on any statement,
26 representation, or promise of any other party, or any other person or entity not expressly set forth
27 herein, or upon the failure of any party or any other person or entity to make any statement,
28 representation or disclosure of anything whatsoever. The Parties have included this clause: (1) to

1 preclude any claim that any party was in any way fraudulently induced to execute this Settlement
2 Agreement; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or
3 contradict the terms of this Settlement Agreement.

4 13. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
5 this Settlement Agreement will be valid or binding unless it is in writing and signed by each of the
6 Parties. The waiver of any provision of this Settlement Agreement will not be deemed a waiver of
7 any other provision. No waiver by either party of any breach of, or of compliance with, any
8 condition or provision of this Settlement Agreement by the other party will be considered a waiver
9 of any other condition or provision or of the same condition or provision at another time.

10 14. Full Integration. This Settlement Agreement is the final written expression and the
11 complete and exclusive statement of all the agreements, conditions, promises, representations, and
12 covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or
13 contemporaneous agreements, negotiations, representations, understandings, and discussions
14 between and among the Parties, their respective representatives, and any other person or entity, with
15 respect to the subject matter covered hereby.

16 15. No Presumption Against Drafting Party. Each party acknowledges that he or she has
17 had the opportunity to draft, review, and edit the language of this Order. Accordingly, the Parties
18 intend that no presumption for or against the drafting party will apply in construing any part of this
19 Settlement Agreement. 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 16. Headings. The headings in this Settlement Agreement are for convenience only and
24 will not be deemed a part hereof or affect the construction or interpretation of the provisions hereof.

25 17. Governing Law. This Settlement Agreement will be governed by and construed in
26 accordance with the laws of the State of California.

27 18. Authority to Sign. Each party represents that the person signing this Settlement
28 ///

1 Agreement on his or her behalf has the authority and capacity to do so.

2 19. Voluntary Agreement. Respondents enter into this Settlement Agreement
3 voluntarily and without coercion and acknowledge that no promises, threats or assurances have
4 been made by the Commissioner or any officer, or agent thereof, about this Settlement Agreement.
5 The Parties each represent and acknowledge that he, she, or it is executing this Settlement
6 Agreement completely voluntarily and without any duress or undue influence of any kind from any
7 source.

8 20. Notice. Any notice required under this Settlement Agreement shall be provided to
9 each party at the following addresses.

10 To Respondents: S.K. & Associates and Johnson, Anderson and Associates
11 876 North Mountain Avenue, Suite 205
12 Upland, California 91786

13 To the Commissioner: Jari Binder, Counsel
14 Department of Financial Protection and Innovation
15 One Sansome Street, Suite 600
16 San Francisco, California 94104

Jari.Binder@dfpi.ca.gov

17 21. Counterparts. This Settlement Agreement may be executed in any number of
18 counterparts, each of which will be deemed an original when executed. All counterparts together
19 will be deemed to constitute a single document.

20 22. Signatures. A signature delivered by facsimile or email will be deemed an original
21 signature.

22 23. Public Record. Respondents acknowledge that this Settlement Agreement is and will
23 be a matter of public record.

24 24. Effective Date. This Settlement Agreement will become effective on the date it is
25 signed by all Parties and delivered by the Commissioner to the Respondents' counsel by electronic
26 mail at XMartin@mamlaw.com.

27 25. Authority to Sign. Each signatory hereto covenants that he or she possesses all

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1 necessary capacity and authority to sign and enter into this Settlement Agreement and undertake the
2 obligations set forth herein.

3 Dated: April 4, 2023

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and Innovation



4
5
6 By _____
7 MARY ANN SMITH
8 Deputy Commissioner
9 Enforcement Division

10 S.K. & ASSOCIATES LLC A.K.A. S.K. &
11 ASSOCIATES A.K.A. JOHNSON, ANDERSON
12 AND ASSOCIATES A.K.A. JA ASSOCIATES
13 A.K.A. JOHNSON ANDERSON ASSOCIATES

14 Dated: April 4, 2023

15 By _____
16 SHAUN SMITH

17 Approved as to Form and Content:

18 By _____
19 XERXES MARTIN, Esq.
20 Attorney on behalf of the Respondents
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