

1 CLOTHILDE V. HEWLETT
Commissioner
2 MARY ANN SMITH
Deputy Commissioner
3 DANIEL P. O'DONNELL
Assistant Chief Counsel
4 RYAN M. CASSIDY (State Bar No. 340274)
Counsel
5
6 Department of Financial Protection and Innovation
2101 Arena Boulevard
7 Sacramento, CA 95834
Telephone: (916) 764-8358
8 Fax: (916) 928-7929
9 Attorneys for Complainant

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

12 In the Matter of:

13 CONSENT ORDER

14 THE COMMISSIONER OF FINANCIAL
PROTECTION AND INNOVATION,

15 Complainant,

16 v.

17 SV 1898 INNO CONSULTING LLC, an entity;
18 and JING ZHANG, an individual,

19 Respondents.

20 The Commissioner of Financial Protection and Innovation (Commissioner) and Respondents
21 SV 1898 Inno Consulting LLC (Inno Consulting) and Jing Zhang (Zhang) (Respondents) enter into
22 this Consent Order with respect to the following facts:

23 **I. RECITALS**

24 A. The Commissioner is authorized to administer and enforce the provisions of the Corporate
25 Securities Law of 1968 (Corp. Code, § 25000-25707) (CSL) and the regulations promulgated
26 thereunder at title 10 of the California Code of Regulations, which include the licensure, examination,
27 and regulation of investment advisers and broker-dealers.

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1 B. At all relevant times, SV 1898 Inno Consulting (Inno Consulting) is and was a California
2 limited liability company, formed on February 12, 2021. Inno Consulting’s principal business address
3 46305 Landing Parkway, Fremont, California 94538.

4 C. At all relevant times, Jing Zhang (Zhang), a resident of Alameda County, California, is and
5 was Inno Consulting’s sole owner and manager.

6 D. At all relevant times, Inno Consulting never held a broker-dealer certificate nor an investment
7 adviser certificate, pursuant to Corporations Code sections 25210 and 25230, nor was a registered
8 representative of any licensed broker-dealer at any time.

9 E. The Commissioner finds that from at least February 2021 to November 2021, Inno Consulting
10 and Zhang engaged in the business of effecting transactions in securities in the account of others, in
11 California, in violation of Corporations Code section 25210.

12 F. The Commissioner finds this action is appropriate, in the public interest, is necessary for the
13 protection of investors, and is consistent with the purposes fairly intended by the policies and

14 G. NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth
15 herein, the Parties agree as follows:

16 **II. TERMS AND CONDITIONS**

17 1. Purpose. This Consent Order resolves the issues before the Commissioner, set forth
18 above, in a manner that avoids the expense of a hearing and other possible court proceedings,
19 protects consumers, is in the public interest, and is consistent with the purposes and provisions of the
20 CSL.

21 2. Desist and Refrain Order for Violations of Section 25210. Pursuant to Corporations
22 Code section 25532, Inno Consulting and Zhang are hereby ordered to desist and refrain from any
23 unlicensed broker-dealer activities in violation of Corporations Code section 25210.

24 3. Administrative Penalty. Respondents agrees to pay to the Commissioner an
25 administrative penalty in the amount of \$10,000.00 (Penalty) as follows: five (5) equal payments of
26 two thousand dollars (\$2,000.00) shall be made on or before the following dates: May 1, 2023, June
27 1, 2023, July 1, 2023, August 1, 2023, and September 1, 2023. The Penalty shall be made payable in
28 the form of a cashier’s check or Automated Clearing House deposit transmitted to the attention of

1 Accounting – Litigation, at the Department of Financial Protection and Innovation, 2101 Arena
2 Boulevard, Sacramento, California 95834. Notice of the payment shall be concurrently sent to Ryan
3 Cassidy, Counsel, Enforcement Division, by email at: ryan.cassidy@dfpi.ca.gov. In the event the
4 payment due date falls on a weekend or holiday, the payment shall be due the next business day.

5 4. Waiver of Hearing Rights. Inno Consulting and Zhang acknowledge that the
6 Commissioner is ready, willing, and able to proceed with the filing of an administrative enforcement
7 action on the charges contained in this Consent Order. Inno Consulting and Zhang hereby waive the
8 right to any hearings, and to any reconsideration, appeal, or other right to review which may be
9 afforded pursuant to the CSL, the California Administrative Procedure Act, the California Code of
10 Civil Procedure, or any other provision of law. Inno Consulting and Zhang further expressly waive
11 any requirement for the filing of an action pursuant to Government Code section 11415.60 (b). By
12 waiving such rights, Inno Consulting and Zhang effectively consent to this Consent Order and all the
13 terms becoming final.

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

18 6. Future Actions by Commissioner. If Inno Consulting or Zhang fail to comply with any
19 terms of the Consent Order, the Commissioner may institute proceedings for any and all violations
20 otherwise resolved under this Consent Order. The Commissioner reserves the right to bring any future
21 actions against Inno Consulting and Zhang, for any and all unknown violations of the CSL or any
22 other law under the Commissioner’s jurisdiction.

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

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1 8. 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 9. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in
5 interest.

6 10. 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 other
11 person or entity to make any statement, representation or disclosure of anything whatsoever. The
12 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 11. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
16 this Consent Order will be valid or binding unless it is in writing and signed by each of the Parties.
17 The waiver of any provision of this Consent Order will not be deemed a waiver of any other
18 provision. No waiver by either party of any breach of, or of compliance with, any condition or
19 provision of this Consent Order by the other party will be considered a waiver of any other condition
20 or provision or of the same condition or provision at another time.

21 12. 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 between
25 and among the Parties, their respective representatives, and any other person or entity with respect to
26 the subject matter covered hereby.

27 13. 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 court,

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

3 14. 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 15. Effect Upon Future Proceedings. If Inno Consulting and Zhang apply for any license,
7 certificate, registration, permit, or qualification under the Commissioner’s current or future
8 jurisdiction, or is the subject of any future action by the Commissioner to enforce this Consent
9 Order, then the subject matter hereof shall be admitted for the purpose of such application(s) or
10 enforcement proceeding(s).

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

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

18 To SV 1898 Inno Consulting LLC: Bing Zhang Ryan
19 Zhang Law Group p.c.
20 2950 Buskirk Ave., Suite 300
21 Walnut Creek, California 94597

22 and

23 Jing Zhang
24 SV 1898 Inno Consulting LLC
46305 Landing Parkway
Fremont, California 94538

25 To the Commissioner: Ryan M. Cassidy, Counsel
26 Department of Financial Protection and Innovation
27 2101 Arena Boulevard
28 Sacramento, CA 95834
Ryan.Cassidy@dfpi.ca.gov

1 18. Signatures. A fax or electronic mail signature shall be deemed the same as an original
2 signature.

3 19. Public Record. Inno Consulting and Zhang hereby acknowledge that this Consent
4 Order is and will be a matter of public record.

5 20. Effective Date. This Consent Order shall become final and effective when signed by
6 all Parties and delivered by the Commissioner’s agent via e-mail to Inno Consulting and Zhang’s
7 agent, Bing Zhang Ryan, counsel for Inno Consulting and Zhang, at bzhanglaw@gmail.com.

8 21. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary
9 capacity and authority to sign and enter into this Consent Order and undertake the obligations set
10 forth herein.

11 Dated: April 20, 2023
12 Sacramento, California

CLOTHILDE V. HEWLETT
Commissioner
Department of Financial Protection and Innovation



14 By

15 _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

17 Dated: April 3, 2023

18 By

19 _____
JING ZHANG, as an Individual and for SV 1898 Inno
Consulting LLC

20 APPROVED AS TO FORM AND CONTENT

21 Dated: April 3, 2023

22 By

23 _____
Bing Zhang Ryan
Zhang Law Group p.c.
Counsel for SV 1898 INNO CONSULTING LLC AND
24 JING ZHANG
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