

1 MARY ANN SMITH
2 Deputy Commissioner
3 Attorney for Complainant

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

6 In the Matter of:)	CRD NUMBER: 128702
)	
7 THE COMMISSIONER OF FINANCIAL)	
8 PROTECTION AND INNOVATION,)	CONSENT ORDER
)	
9 Complainant,)	
10 v.)	
)	
11 TRINITY ASSET MANAGEMENT)	
12 CORPORATION,)	
)	
13 Respondent.)	
)	
)	

15
16 The Commissioner of Financial Protection and Innovation (Commissioner) and Trinity Asset
17 Management Co. (TAM), (collectively, the Parties), enter into this Consent Order with respect to the
18 following facts:

19 **I.**

20 **RECITALS**

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

25 B. Trinity Asset Management Corporation (TAM), is a California corporation with its principal
26 place of business at 545 South Figueroa St, Suite 1233, Los Angeles, California 90071.

27 C. On June 7, 2004, the Commissioner issued an Investment Adviser certificate to TAM pursuant
28 to Corporations Code section 25230, Central Registration Depository (CRD) Number 128702.

1 D. Nishan Partamian (CRD NO. 2662101) is the 100% owner, President, and an investment
2 adviser representative of TAM.

3 E. On or about May 26, 2022, the Commissioner conducted a routine examination of TAM
4 (Examination). During the Examination, the Commissioner found that TAM was in violation of
5 Corporations Code section 25241 and California Code of Regulations, title 10, section 260.238(n); this
6 violation is a repeat violation, since the Commissioner found that TAM violated these in prior
7 examinations in 2013 and 2020.

8 F. TAM admits to the jurisdiction of the Department of Financial Protection and Innovation
9 (Department) and it is the intention of the Parties to resolve this matter without the necessity of a
10 hearing and/or other litigation.

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

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

16 **II.**

17 **TERMS**

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

21 2. Desist and Refrain Order: Pursuant to Corporations Code section 25532, TAM is hereby
22 ordered to desist and refrain from violations of Corporations Code section 25241 and California Code
23 of Regulations, title 10, section 260.238 (n) for failing to charge advisory fees in accordance with the
24 client's investment advisory agreement.

25 3. Refunds: Pursuant to Corporations Code section 25254, TAM agrees to refund all
26 overcharged fees paid by affected clients for investment advisory services while TAM was in
27 violation of California Code of Regulations, title 10, section 260.238(n), representing total refunds of
28 \$15,393.18. TAM shall provide the Refunds within 60 days of the Effective Date of this Consent

1 Order. Within 60 days of the Effective Date of this Consent Order, TAM shall email evidence
2 satisfactory to the Commissioner that the Refunds were paid timely.

3 4. Penalties: Pursuant to Corporations Code section 25252, TAM agrees to pay \$5,000 in
4 penalties to the Commissioner within 60 days of the Effective Date of this Consent Order. The
5 penalty must be made payable in the form of a cashier's check or Automated Clearing House deposit
6 to the Department of Financial Protection and Innovation and transmitted to the attention of
7 Accounting – Litigation, at the Department of Financial Protection and Innovation, 2101 Arena
8 Boulevard, Sacramento, California 95834. Notice of the payment must be concurrently sent to Abu
9 Rasel's email address of Abu.Rasel@dpfi.ca.gov.

10 5. Remedial Action: Declaration of Policies and Procedures: TAM has submitted to the
11 Commissioner a declaration under penalty of perjury (Declaration) from an officer with personal
12 knowledge of TAM's policies and procedures that sets forth all policies and procedures that have
13 been implemented as of the date of this Consent Order by TAM to ensure compliance with
14 Corporations Code section 25241, and California Code of Regulations, title 10, section 260.238 (n).
15 The Commissioner has reviewed the Declaration and deemed the policies and procedures contained
16 therein as satisfactory. TAM agrees to continue implementing those policies and procedures in the
17 future.

18 6. Filings: TAM understands and agrees that the Commissioner will file a Form U6 on
19 Investment Adviser Registration Depository (IARD) that will describe the terms of this Consent
20 Order and identify it as a regulatory action.

21 7. Waiver of Hearing Rights: TAM acknowledges that the Commissioner is ready,
22 willing, and able to proceed with the filing of an administrative enforcement action on the charges
23 contained in this Consent Order. TAM hereby waives the right to any hearings, and to any
24 reconsideration, appeal, or other right to review which may be afforded pursuant to the CSL, the
25 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
26 provision of law TAM further expressly waive any requirement for the filing of an Accusation,
27 pursuant to Government Code section 11415.60 (b). By waiving such rights, TAM effectively
28 consent to this Consent Order and all the terms becoming final.

1 8. Failure to Comply with Consent Order: TAM agree that if they fail to meet any
2 requirement of this Consent Order, the Commissioner may, in addition to all other available remedies
3 he may invoke under the CSL, immediately revoke the license of TAM. TAM hereby waives any
4 notice and hearing rights to contest the immediate revocation which may be afforded under the CSL,
5 the California Administrative Procedure Act, the California Code of Civil Procedure, or any other
6 provision of law in connection therewith.

7 9. Information Willfully Withheld or Misrepresented: This Consent Order may be
8 revoked and the Commissioner may pursue any and all remedies available under law against TAM if
9 the Commissioner discovers that TAM knowingly or willfully withheld or misrepresented
10 information used for and relied upon in this Consent Order.

11 10. Future Actions by the Commissioner: If TAM fails to comply with any terms of the
12 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise
13 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions
14 against TAM, or any of its partners, owners, officers, shareholders, directors, affiliates, employees, or
15 successors for any and all unknown violations of the CSL.

16 11. Assisting Other Agencies: Nothing in this Consent Order limits the Commissioner's
17 ability to assist any other government agency (whether city, county, state, or federal) with any
18 administrative, civil, or criminal action brought by that agency against TAM or any other person
19 based upon any of the activities alleged in this matter or otherwise.

20 12. Headings: The headings to the paragraphs of this Consent Order are inserted for
21 convenience only and will not be deemed a part hereof or affect the construction or interpretation of
22 the provisions hereof.

23 13. Binding: This Consent Order is binding on all heirs, assigns, and/or successors in
24 interest.

25 14. Reliance: Each of the Parties represents, warrants, and agrees that in executing this
26 Consent Order, it has relied solely on the statements set forth herein and the advice of its own
27 counsel. Each of the Parties further represents, warrants, and agrees that in executing this Consent
28 Order, it has placed no reliance on any statement, representation, or promise of any other Party, or

1 any other person or entity not expressly set forth herein, or upon the failure of any Party or any other
2 person or entity to make any statement, representation, or disclosure of anything whatsoever. The
3 Parties have included this clause: (1) to preclude any claim that any Party was in any way
4 fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of parol
5 evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.

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

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

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

22 18. Counterparts: This Consent Order may be executed in one or more separate
23 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall
24 together constitute a single document.

25 19. Effect Upon Future Proceedings: If TAM apply for any license, permit or
26 qualification under the Commissioner's current or future jurisdiction, or are the subject of any future
27 action by the Commissioner to enforce this Consent Order, then the subject matter hereof shall be
28 admitted for the purpose of such application(s) or enforcement proceedings(s).

1 20. Voluntary Agreement: TAM enters into this Consent Order voluntarily and without
2 coercion and acknowledges that no promises, threats, or assurances have been made by the
3 Commissioner or any officer, or agent thereof, about this Consent Order. The Parties each represent
4 and acknowledge that he, she, or it is executing this Consent Order completely voluntarily and
5 without any duress or undue influence of any kind from any source.

6 21. Independent Legal Advice: Each of the Parties represents, warrants, and agrees that it
7 has received or been advised to seek independent legal advice from its attorneys with respect to the
8 advisability of executing this Consent Order.

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

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

18 To Trinity Asset Management Corporation:

19 Nishan Partamian
20 545 South Figueroa St Suite 1233
21 Los Angeles, CA 90071
21 NOP@trinityassetla.com

22 To the Commissioner:

23 Abu H. Rasel, Financial Institutions Manager
24 Department of Financial Protection and Innovation
25 Broker-Dealer/Investment Adviser Division
26 320 West 4th Street, Suite 750
26 Los Angeles, California 90013
26 abu.rasel@dfpi.ca.gov

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

3 25. Public Record: TAM hereby acknowledge that this Consent Order will be a matter of
4 public record.

5 26. Effective Date: This Consent Order shall become final and effective when signed by
6 all Parties and delivered by the Commissioner’s counsel by email to TAM at
7 NOP@trinityassetla.com.

8 27. Authority to Sign: Each signator 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: _____, 2023

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and Innovation



12 By _____
13 BALBIRO KAZLA
14 Deputy Commissioner
15 Broker-Dealer Investment Adviser

16 Dated: _____, 2023

17 By _____
18 NISHAN PARTAMIAN
19 President
20 TRINITY ASSET MANAGEMENT CORP

21 APPROVED AS TO FORM AND CONTENT

22 Dated: _____, 2023

23 By _____
24 JOSEPH SCHUCHERT, Esq.
25 Schuchert Ngo, LLP
26 Counsel for TRINITY ASSET MANAGEMENT CORP