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9
10 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
11 OF THE STATE OF CALIFORNIA

12 In the Matter of:) CFL APPLICATION NO. 371228
13)
14 THE COMMISSIONER OF BUSINESS) CONSENT ORDER
OVERSIGHT,)
15)
16 Complainant,)
17 v.)
18)
19 SENTRA FUNDING, LLC,)
20 Respondent.)
21 _____)

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23 This Consent Order is entered into between Sentra Funding, LLC (Sentra Funding) and the
24 Commissioner of Business Oversight (Commissioner) in consideration of the application filed by
25 Sentra Funding for a license under the California Financing Law (CFL) (Fin. Code, § 22000 et seq.),
26 and is made with respect to the following facts:

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1 **RECITALS**

2 A. Sentra Funding is a California limited liability company formed on or about June 3,
3 2009. Its principal place of business is located at 26632 Towne Center Drive #300, Foothill Ranch,
4 California. Robert Eugene Addison IV is the company's sole member.

5 B. On or about October 26, 2017, Sentra Funding filed with the Commissioner an
6 application for licensure under the CFL (Application No. 371228). In addition to the application, the
7 Commissioner requested, and Sentra Funding provided a report of all commercial loans that were
8 brokered or referred by Sentra Funding (the Broker Report) and the broker or referral agreements (the
9 Agreements). Sentra Funding also provided, on April 23, 2018, a report that showed a number of
10 brokered or referred loans are exempted under the CFL (the Exemption Report).

11 C. The Broker Report, the Agreements, and the Exemption Report disclosed that during
12 the period from November 19, 2012 through December 26, 2017, Sentra Funding brokered 17
13 commercial loans in the state of California by engaging in the business of negotiating or performing
14 acts as a finance broker in violation of Financial Code section 22100. A commercial loan (as defined
15 under Financial Code section 22502) is a loan of a principal amount of \$5,000.00 or more, or any
16 loan under an open-end credit program, whether secured by either real or personal property, or both,
17 or unsecured, the proceeds of which are intended by the borrower for use primarily for other than
18 personal, family, or household purposes.

19 D. The Commissioner finds that this action is appropriate, in the public interest, and
20 consistent with the purposes fairly intended by the policy and provisions of this law.

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

23 **TERMS AND CONDITIONS**

24 1. Purpose. It is the intention and desire of the Commissioner and Sentra Funding
25 (collectively, the Parties) to resolve this matter without the necessity of a hearing or other litigation
26 for the purpose of judicial economy and expedience, and to avoid the expense of a hearing, and
27 possible further court proceedings.

1 2. Finality of the Consent Order. Sentra Funding agrees to comply with this Consent
2 Order and agrees that the Consent Order is final.

3 3. Finality of the Desist and Refrain Order Issued. Sentra Funding agrees to the issuance
4 of the Desist and Refrain Order (Order) issued under section 22712 of the Financial Code, directing
5 Sentra Funding to desist and refrain from engaging in the business of a finance broker in this state
6 without first obtaining a license from the Commissioner in violation of Financial Code section 22100.
7 The Order will be considered a final order. Sentra Funding agrees that the delivery by certified mail
8 of the executed Order issued by the Commissioner to the address set forth in paragraph A above shall
9 constitute valid service of the Order. A true and correct copy of the Order is attached hereto and
10 incorporated herein by reference as **Exhibit 1**.

11 4. Waiver of Hearing Rights. Sentra Funding acknowledges its right to an administrative
12 hearing under the CFL in connection with the Order and the application for licensure under the CFL
13 and hereby waives that right to a hearing, and to any reconsideration, appeal, or other review which
14 may be afforded under the CFL, the Administrative Procedure Act (Govt. Code, § 11370 et seq.), or
15 any other provision of law pertaining to this matter.

16 5. Issuance of CFL License. Sentra Funding agrees that the Commissioner shall not
17 approve its application for licensure under the CFL unless, within 10 days of the execution of this
18 Consent Order, as set forth in paragraph 21, Sentra Funding pays administrative penalties for
19 violations of Financial Code section 22100 in the amount of \$ 3,400.00, in the form of a cashier's
20 check or Automated Clearing House deposit to the "Department of Business Oversight,"
21 and transmitted to the attention of: Accounting- Enforcement Division, at the Department of Business
22 Oversight located at 1515 K Street, Suite 200, Sacramento, California, 95814.

23 6. Failure to Timely Comply. Sentra Funding agrees that failure to timely comply with
24 the conditions set forth in paragraph 5 within 10 days of execution of this Consent Order, as such date
25 is set forth in paragraph 21, shall result in summary denial of Sentra Funding's application for a CFL
26 license.

1 7. Commissioner’s Duties. The Parties further acknowledge and agree that nothing
2 contained in this Consent Order shall operate to limit the Commissioner’s ability to assist any other
3 agency (city, county, state or federal) with any prosecution (administrative, civil, or criminal) brought
4 by any such agency against Sentra Funding or any other person based on any of the activities alleged
5 in these matters or otherwise.

6 8. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
7 has received independent advice from their attorneys or representatives with respect to the
8 advisability of executing this Consent Order.

9 9. No Other Representation. Each of the parties represents, warrants, and agrees that in
10 executing this Consent Order they have relied solely on the statements set forth herein and the advice
11 of their own counsel. Each of the parties further represents, warrants, and agrees that in executing this
12 Consent Order it has not relied on any statement, representation, or promise of any other party, or any
13 other person or entity not expressly set forth herein, or on the failure of any party or any other person
14 or entity to make any statement, representation or disclosure of anything whatsoever. The Parties
15 have included this clause: (1) to preclude any claim that any party was in any way fraudulently
16 induced to execute this Consent Order; and (2) to preclude the introduction of parol evidence to vary,
17 interpret, supplement, or contradict the terms of the Consent Order.

18 11. Full Integration. This Consent Order is the final written expression and the complete
19 and exclusive statement of all 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 between
22 and among the parties, their respective representatives, and any other person or entity, with respect to
23 the subject matter covered by the hereby.

24 12. No Presumption from Drafting. In that the Parties have had an opportunity to draft,
25 review, and edit the language of this Consent Order, no presumption for or against any party arising
26 out of drafting all or any part of this Consent Order. Accordingly, the Parties waive the benefit of
27 Civil Code section 1654 and any successor or amended statute, providing that in cases of uncertainty,
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1 language of a contract should be interpreted most strongly against the party who caused the
2 uncertainty to exist.

3 13. Voluntary Agreement. Sentra Funding enters into this Consent Order voluntarily and
4 without coercion and acknowledges that no promises, threats, or assurances have been made by the
5 Commissioner or any officer, or agent thereof, about this Consent Order.

6 14. Waiver. The waiver of any provision of this Consent Order shall not operate to waive
7 any other provision set forth herein, and any waiver, amendment, or change to the terms of this
8 Consent Order must be in writing and signed by the Parties.

9 15. Authority for Settlement. Each party warrants and represents that such party is fully
10 entitled and duly authorized to enter into and deliver this Consent Order. In particular, and without
11 limiting the generality of the foregoing, each party warrants and represents that it is fully entitled to
12 enter into the covenants, and undertake the obligations set forth herein.

13 16. Counterparts. The Parties agree that this Consent Order may be executed in one or
14 more separate counterparts, each of which, when so executed, shall be deemed an original and taken
15 together shall constitute one and the same Consent Order.

16 17. Signatures. This Consent Order may be executed by facsimile or scanned signature,
17 and any such facsimile or scanned signature by any party hereto shall be deemed to be an original
18 signature and shall be binding on such party to the same extent as if such facsimile or scanned
19 signature were an original signature.

20 18. Capacity to Contract. Each signator hereto covenants that he or she possesses all
21 necessary capacity and authority to sign and enter into this Consent Order.

22 19. Headings and Governing Law. The headings to the paragraphs of this Consent Order
23 are inserted for convenience only and will not be deemed a part hereof or affect the construction or
24 interpretation of the provisions hereof. This Consent Order shall be construed and enforced in
25 accordance with and governed by California law.

26 20. Public Record. The Parties agree that this Consent Order shall be deemed to be a
27 public record.

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1 21. Effective Date. This Consent Order shall become final and effective when signed by
2 all parties and delivered by the Commissioner’s agent to Sentra Funding at rob@sentrafunds.com.

3 22. Notice. Any notices required under this Consent Order shall be provided to each party
4 at the following addresses:

5 If to Sentra Funding to: Sentra Funding, LLC
6 26632 Towne Center Drive #300
7 Foothill Ranch, California 92610
8 ATTN: Robert E. Addison IV

9 If to the Commissioner to: Marlou de Luna, Senior Counsel
10 Department of Business Oversight
11 320 West 4th Street, Suite 750
12 Los Angeles, California 90013

11 Dated: 7/2/18

JAN LYNN OWEN
Commissioner of Business Oversight

14 By: _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

18 Dated: 6/28/18

SENTRA FUNDING, LLC

20 By: _____
ROBERT EUGENE ADDISON IV
Managing Member

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APPROVED AS TO FORM:

By: _____
Andrew K. Alper
Franzel Robins Bloom & Csato, L.C.
Counsel for Sentra Funding, LLC