PRESTON DuFAUCHARD
California Corporations Commissioner
ALAN S. WEINGER
Deputy Commissioner
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DEPARTMENT OF CORPORATIONS
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Attorneys for Complainant

BEFORE THE DEPARTMENT OF CORPORATIONS

OF THE STATE OF CALIFORNIA

In the Matter of THE CALIFORNIA CORPORATIONS COMMISSIONER, Complainant, v. SAGE FINANCIAL GROUP, LLC, Respondent.	CASE NO.: 603-E126 OAH No.: 2011080262 STIPULATION TO SURRENDER OF FINANCE LENDER LICENSE

The California Corporations Commissioner, by and through, Preston DuFauchard ("Complainant" or "Commissioner") and Respondent Sage Financial Group, LLC ("Sage Financial" or "Respondent") enter into a stipulation in the above-captioned administrative matters as follows:

RECITALS

A. Sage Financial is a finance lender and/or broker licensed by the Commissioner pursuant to the California Financial Lenders Law (California Financial Code § 22000 et seq.). Respondent has its principal place of business at 3250 Wilshire Boulevard, Suite 1700, Los Angeles, California 90010.

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B. On or about March 9, 2011, the Commissioner commenced administrative actions against Sage Financial for failing to obtain a replacement surety bond in violation of California Financial Code section 22112.

C. On or about March 9, 2011, the Commissioner issued and served Sage Financial, by mail, with copies of the following: Notice of Intention to Issue Order Revoking California Finance Lenders; Accusation; Statement to Respondent; Government Code Sections 11507.5, 11507.6 and 11507.7; and a Notice of Defense (documents referenced hereinafter collectively as "Administrative Pleadings").

D. On or about March 28, 2011, the Department received the Notice of Defense from Sage Financial acknowledging receipt of copies of the Administrative Pleadings and Sage Financial's request for a hearing in the administrative matter.

E. On or about October 31, 2011, the Department received Sage Financial's written request to surrender its finance lender license issued on December 4, 2006.

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

TERMS AND CONDITIONS

1. This Stipulation is entered into for the purpose of judicial economy and expediency, and to avoid the expense of a hearing, and possible further court proceedings.

2. The Commissioner hereby consents to the pending request of Sage Financial to surrender its finance lender license ("surrender request").

3. In consideration of the Commissioner's consent to the surrender request, Sage Financial agrees that it will not apply for a further finance lender license in the State of California for a period of one (1) year from the date of execution of this Stipulation by the parties.

4. Sage Financial further agrees that in the event it applies for a further finance lender license in the State of California prior to the expiration of the one-year period set forth herein, such application shall be deemed automatically denied. In connection with any such automatic denial, Sage Financial hereby waives its right to any reconsideration, appeal or other right to review which may be afforded pursuant to the California Finance Lenders Law, the Administrative Procedure Act

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(Govt. Code, § 11340 et seq.), the Code of Civil Procedure (Code of Civ. Proc., § 1 et seq.), or any other provision of law in connection therewith.

5. Sage Financial acknowledges the hearing scheduled in this matter shall go forward as scheduled in the event the Commissioner does not timely receive an executed copy of this Stipulation from Sage Financial no later than 12:00 noon, November 9, 2011.

6. Each of the parties represents, warrants, and agrees that he has received independent advice from his attorney(s) and/or representatives with respect to the advisability of executing this Stipulation.

7. Each of the parties represents, warrants, and agrees that in executing this Stipulation he has relied solely on the statements set forth herein and the advice of his own attorney(s) and/or representatives. Each of the parties further represents, warrants, and agrees that in executing this Stipulation he has placed no reliance on any statement, representation, or promise of any other party, or any other person or entity not expressly set forth herein, or upon the failure of any party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

8. This Stipulation is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the parties, their respective representatives, and any other person or entity, with respect to the subject matter covered hereby.

9. In that the parties have had the opportunity to draft, review and edit the language of this Stipulation, no presumption for or against any party arising out of drafting all or any part of this Stipulation will be applied in any action relating to, connected, to, or involving this Stipulation. Accordingly, the parties waive the benefit of Civil Code section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

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10. This Stipulation shall not become effective until signed and delivered by all parties. This Stipulation may be executed in one or more counterparts, each of which shall be an original but all of which, together, shall be deemed to constitute a single document. This Stipulation may be executed by facsimile signature, and any such facsimile signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile signature were an original signature.

11. Each signator hereto covenants that he possesses all necessary capacity and authority to sign and enter into this Stipulation.

Dated:_____11/9/2011____

California Corporations Commissioner
PRESTON DuFAUCHARD

By: _____
ALAN S. WEINGER
Deputy Commissioner
Enforcement Division

Dated:____11/8/2011_____

By: _____
Justin Ju
President, Sage Financial Group, LLC

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