

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Deputy Commissioner
3 JOYCE TSAI (SBN 241908)
Corporations Counsel
4 CALIFORNIA DEPARTMENT OF CORPORATIONS
1350 Front Street, Room 2034
5 San Diego, California 92101
Telephone: (619) 525-4043
6 Attorneys for the Complainant

7
8 BEFORE THE DEPARTMENT OF CORPORATIONS
9 OF THE STATE OF CALIFORNIA

10)
11)
In the Matter of the Desist and Refrain Order)
12)
against)
13) **STIPULATION TO DESIST AND REFRAIN**
SWISSGUARD INTERNATIONAL and) ORDER
DARRELL AVISS)
14)
15)
16)
17)
18)

19 IT IS HEREBY STIPULATED AND AGREED between SwissGuard International and
20 Darrell Aviss (collectively, "Respondents") and the California Corporations Commissioner
21 ("Commissioner") as follows:

22 WHEREAS, Respondents admit the jurisdiction of the California Department of Corporations
23 over their persons and over the subject matter of this Stipulation;

24 WHEREAS, Respondents waive the right to any hearing, including that provided by
25 California Corporations Code Sections 25532, subd. (d), and 25609. Further, Respondents waive any
26 and all review by a court of law, including that provided by California Government Code section
27 11523;

28 WHEREAS, all terms used, but not defined herein, shall have the meaning assigned to them

1 by the California Corporations Code;

2 WHEREAS, Respondents represent that no promises of any kind or nature whatsoever were
3 made to induce Respondents to enter into this Stipulation, and that this Stipulation is a voluntary act
4 on the part of Respondents;

5 WHEREAS, Respondents, without admitting or denying any of the findings contained within
6 the Desist and Refrain Order (“Order”), in the form attached hereto as Exhibit A, hereby agree and
7 stipulate to the Order;

8 WHEREAS, Respondents agree and acknowledge that nothing in this Stipulation shall
9 preclude the Commissioner or his agents, officers, or employees, to the extent authorized by law,
10 from referring any evidence or information regarding this matter to any other state or federal law
11 enforcement official, or from assisting, cooperating, or co-prosecuting with regards to any
12 investigation and/or action;

13 WHEREAS, Respondents SwissGuard International and Darrell Aviss stipulate and agree to
14 the finality of the Order. Respondents further understand and agree that the Order remains in effect
15 and is public, and that Respondents shall no make any statement or representation that is inconsistent
16 with this Stipulation or the Order. Respondents further understand and agree that this Stipulation
17 does not prevent the Commissioner from taking future action in regards to this matter.

18 This Stipulation may be executed in one or more counterparts, each of which shall be an
19 original but all of which, together, shall be deemed to constitute a single document. A fax signature
20 shall be deemed the same as an original signature.

21 PRESTON DuFAUCHARD,
22 California Corporations Commissioner

23 Dated: 1/19/10 By _____
24 Alan S. Weinger
25 Deputy Commissioner

26 SWISSGUARD INTERNATIONAL and
27 DARRELL AVISS

28 Dated: 1/12/10 By _____
Darrell Aviss

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STATE OF CALIFORNIA
BUSINESS TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF CORPORATIONS

TO: Darrell Aviss
112 El Paseo
Santa Barbara, CA 93101

SwissGuard International
Bahnhofstrasse 52
CH-8001
Zurich, Switzerland
www.swiss-annuity.com

DESIST AND REFRAIN ORDER

(For violations of section 25230 of the Corporations Code)

The California Corporations Commissioner finds that:

1. SwissGuard International ("SwissGuard"), a Swiss private limited company, maintains its principal place of business at Bahnhofstrasse 52, CH-8001, Zurich, Switzerland. SwissGuard maintains a website at www.swiss-annuity.com.
2. At all relevant times, Darrell Aviss ("Aviss") was a managing director and control person of SwissGuard.
3. At all relevant times, Aviss resided in California and maintained a place of business at 112 El Paseo, Santa Barbara, CA 93101.
4. In 2007 through 2009, SwissGuard entered into "Consulting Agreements" with several clients, including clients in California. The Consulting Agreement provides that the client will pay a fee of 1% of his or her "investable assets," up to a maximum of \$10,000.00. In exchange, the client receives a "Wealth Protection Report" from SwissGuard, which is a written proposal regarding asset and wealth protection strategies. The agreement provides: "The Services furnished by the Consultant include education, research, and expertise with respect to Asset Protection, Risk Management, and Estate Planning practices along with the recommendation of products and services of other unrelated companies and/or individuals for said products and services."

