

1 PRESTON DuFAUCHARD  
California Corporations Commissioner  
2 ALAN S. WEINGER  
Acting Deputy Commissioner  
3 JUDY L. HARTLEY (CA BAR NO. 110628)  
Senior Corporations Counsel  
4 Department of Corporations  
320 West 4<sup>th</sup> Street, Ste. 750  
5 Los Angeles, California 90013-2344  
Telephone: (213) 576-7604 Fax: (213) 576-7181  
6 Attorneys for Complainant

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

10  
11 In the Matter of the Accusation THE ) OAH NO. L-2009050155  
CALIFORNIA CORPORATIONS )  
12 COMMISSIONER, ) File No.: 603-A620  
13 )  
Complainant, ) SETTLEMENT AGREEMENT  
14 )  
15 vs. )  
16 )  
17 CHARLES T. CHRISTIANSEN, ROOVEN )  
AKIBA, and SEAN R. ROBERTS, )  
18 )  
19 Respondents. )

20 This Settlement Agreement is entered into between Sean R. Roberts (“Roberts”) and the  
21 California Corporations Commissioner (“Commissioner”), and is made with respect to the following  
22 facts:

23 **RECITALS**

24 A. Roberts was at all times relevant to the underlying action, the secretary of FiVanta  
25 Funding Corp. formerly known as Champions Group Equity Lending (“FiVanta”), a lender  
26 previously licensed by the California Corporations Commissioner (“Commissioner”) pursuant to the  
27 California Finance Lenders Law of the State of California (California Financial Code § 22000 et  
28 seq.) (“CFLL”).



1           4.       This Settlement Agreement shall in no way constitute a waiver of Roberts’ right to  
2 petition for reinstatement or seek a reduction of penalty pursuant to California Government Code  
3 Section 11522 after one year from the date of this Settlement Agreement. Roberts, however,  
4 acknowledges that he bears the burden of establishing rehabilitation and fitness to be employed by,  
5 or to manage or control a finance lender and/or broker in any petition for reinstatement or penalty  
6 reduction he may file with the Commissioner, and that the Commissioner, by this Settlement  
7 Agreement, in no way assures reinstatement or a penalty reduction after one year or at any time in  
8 the future.

9           5.       The Commissioner shall cause this Agreement to be filed with the Office of  
10 Administrative Hearings no later than the morning of September 14, 2009.

11           6.       The parties hereby acknowledge and agree that this Settlement Agreement is intended  
12 to constitute a full, final and complete resolution of this matter as to Roberts. The parties further  
13 acknowledge and agree that nothing contained in this Settlement Agreement shall operate to limit the  
14 Commissioner's ability to assist any other agency, (county, state or federal) with any prosecution,  
15 administrative, civil or criminal, brought by any such agency against Roberts based upon any of the  
16 activities alleged in this matter or otherwise.

17           7.       Each of the parties represents, warrants, and agrees that it has received independent  
18 advice from its attorney(s) and/or representatives with respect to the advisability of executing this  
19 Settlement Agreement.

20           8.       Each of the parties represents, warrants, and agrees that in executing this Settlement  
21 Agreement it has relied solely on the statements set forth herein and the advice of its own counsel  
22 and/or representative. Each of the parties further represents, warrants, and agrees that in executing  
23 this Settlement Agreement it has placed no reliance on any statement, representation, or promise of  
24 any other party, or any other person or entity not expressly set forth herein, or upon the failure of any  
25 party or any other person or entity to make any statement, representation or disclosure of anything  
26 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in  
27 any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the  
28

1 introduction of parole evidence to vary, interpret, supplement, or contradict the terms of this  
2 Settlement Agreement.

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

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

16 11. This Settlement Agreement may be executed in one or more counterparts, each of  
17 which shall be an original but all of which, together, shall be deemed to constitute a single  
18 document.

19 12. Each signator hereto covenants that he/she possesses all necessary capacity and  
20 authority to sign and enter into this Settlement Agreement.

21 Dated: 8/26/09 PRESTON DuFAUCHARD  
22 California Corporations Commissioner

23 By \_\_\_\_\_  
24 ALAN S. WEINGER  
25 Deputy Commissioner

26 Dated: 8/25/09  
27 By \_\_\_\_\_  
28 SEAN R. ROBERTS, an individual

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APPROVED AS TO FORM:

MASONEK LAW GROUP

By \_\_\_\_\_  
TERESA STRALEY, Attorneys for SEAN R. ROBERTS

PRESTON DuFAUCHARD  
California Corporations Commissioner

By \_\_\_\_\_  
JUDY L. HARTLEY  
Senior Corporations Counsel