

1 MARY ANN SMITH  
Deputy Commissioner  
2 DOUGLAS M. GOODING  
Assistant Chief Counsel  
3 KIRK E. WALLACE (SBN 129953)  
Senior Corporations Counsel  
4 MIRANDA LEKANDER (SBN 210082)  
Senior Corporations Counsel  
5 DEPARTMENT OF BUSINESS OVERSIGHT  
6 1515 K Street, Suite 200  
7 Sacramento, California 95814  
8 Telephone: (916) 322-8730  
9 Attorneys for the People of the State of California

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF SACRAMENTO  
12

13 THE PEOPLE OF THE STATE OF  
14 CALIFORNIA, by and through the  
15 COMMISSIONER OF BUSINESS  
OVERSIGHT,

16 Plaintiff,

17 v.

18 BRIAN BERGFALK, an individual; ERIC  
19 QUINLAN, an individual; TIOR CAPITAL,  
20 LLC, a Nevada limited liability company;  
TTG SERVICES, LLC., a California limited  
21 liability company; INSIGHT CAPITAL, LLC,  
a Nevada limited liability company; VIN  
22 CAPITAL, LLC, a Nevada limited liability  
company; and, CP INVESTORS, LLC, a  
23 Nevada limited liability company,

24 Defendants.  
25

Case No.:

SETTLEMENT AGREEMENT AND  
STIPULATION BY DEFENDANTS  
TO PAY CIVIL PENALTIES AND FOR  
THE ENTRY OF A FINAL ORDER ISSUING  
A PERMANENT INJUNCTION PURSUANT  
TO FINANCIAL CODE SECTION 23058

26  
27 IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN DEFENDANTS,  
28 BRIAN BERGFALK, ERIC QUINLAN, TIOR Capital, LLC (TIOR), TTG SERVICES, LLC

1 (“TTG”), INSIGHT CAPITAL, LLC (“INSIGHT”), VIN CAPITAL, LLC (“VIN”), and CP  
2 INVESTORS, LLC (“CP”) AND PLAINTIFF, THE COMMISSIONER OF THE CALIFORNIA  
3 DEPARTMENT OF BUSINESS OVERSIGHT, AS FOLLOWS:

4 **RECITALS**

5 A. Plaintiff, the Commissioner (“Commissioner”) of the California Department of  
6 Business Oversight (“DBO”), pursuant to Government Code section 11180 and Financial Code  
7 section 23051, subdivision (a), seeks to enjoin defendants and protect the public from unlawful  
8 lending practices which violate the California Deferred Deposit Transaction Law (hereinafter  
9 referred to as the “CDDTL,” California Financial Code section 23000 *et seq.*)<sup>1</sup>

10 B. Defendants are BRIAN BERGFALK (“BERGFALK”) and ERIC QUINLAN  
11 (“QUINLAN”), both individually and doing business as TIOR Capital, LLC (TIOR), TTG  
12 SERVICES, LLC (“TTG”), INSIGHT CAPITAL, LLC (“INSIGHT”), VIN CAPITAL, LLC  
13 (“VIN”), and CP INVESTORS, LLC (“CP”).

14 C. Defendant TIOR is or was a Nevada limited liability company whose last known  
15 business address is 101 Parkshore Drive, Suite 100, Folsom, California, 95630. Defendant TIOR’s  
16 last known address for its registered agent for service is 500 N. Rainbow Boulevard, Suite 300A, Las  
17 Vegas, Nevada, 89107.

18 D. Defendant TTG is or was a California limited liability company whose last known  
19 business address is 101 Parkshore Drive, Suite 100, Folsom, California, 95630. Defendant TTG’s  
20 last known address for its registered agent for service is 101 N. Brand Boulevard, 11<sup>th</sup> Floor,  
21 Glendale, California, 91203.

22 E. Defendant INSIGHT is or was a Nevada limited liability company whose last known  
23 business address is 101 Parkshore Drive, Suite 100, Folsom, California, 95630. Defendant  
24 INSIGHT’s last known address for its registered agent is 500 N. Rainbow Boulevard, Suite 300A,  
25 Las Vegas, Nevada, 89107.

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28 <sup>1</sup> All further statutory references are to the California Financial Code unless otherwise indicated.

1 F. Defendant VIN is or was a Nevada limited liability company whose last known  
2 business address is 101 Parkshore Drive, Suite 100, Folsom, California, 95630. Defendant VIN’s  
3 last known address for its registered agent for service is 500 N. Rainbow Boulevard, Suite 300A, Las  
4 Vegas, Nevada, 89107.

5 G. Defendant CP is or was a Nevada limited liability company whose last known  
6 business address is 101 Parkshore Drive, Suite 100, Folsom, California, 95630. Defendant CP’s last  
7 known address for its registered agent for service is 2360 Corporate Circle, Suite 400, Henderson,  
8 Nevada, 89074.

9 H. Defendant BERGFALK is or was an officer, director, manager, agent or employee of  
10 TIOR, TTG, INSIGHT, VIN, and CP. Defendant BERGFALK’s last known address is in Granite  
11 Bay, California, 95746.

12 I. Defendant QUINLAN is or was an officer, director, manager, agent or employee of  
13 TIOR, TTG, INSIGHT, VIN, and CP. Defendant QUINLAN’s last known address is in, Folsom,  
14 California, 95630.

15 J. Commencing in approximately October 2010 and continuing through at least March  
16 2012, defendants engaged in the business of deferred deposit transactions in the State of California  
17 by offering and originating deferred deposit transactions to residents of California and other states.  
18 Defendants offered short term payday advances or cash loans by obtaining leads from various third  
19 party websites.

20 K. After processing an application received from a lead generator website, defendants  
21 would arrange for loan funds to be electronically deposited to the borrower’s personal banking  
22 account by means of the Automated Clearing House (“ACH”), which is equivalent to issuing a  
23 personal check. Defendants agreed to not deduct funds from the borrower’s account until a later  
24 date in exchange for fees that exceed those allowed by the CDDTL.

25 L. Not one of the defendants has ever been licensed by the Commissioner to engage in  
26 the business of originating deferred deposit transactions in the State of California, and there is no  
27 applicable exemption available to defendants. Defendants, each of them, have engaged in unlawful  
28 lending activity in California in violation of the CDDTL.

1 M. On February 29, 2012, the Commissioner issued a Desist and Refrain Order (“Order,”  
2 attached hereto as Exhibit “A”) to defendants BERGFALK, QUINLAN, TIOR, and TTG, ordering  
3 them to: (1) desist and refrain from engaging in nonexempt, unlicensed deferred deposit transaction  
4 business and charging excess fees, in violation of sections 23005 and 23036; and (2) to immediately  
5 cease collecting all principal amounts, and return all principal amounts, provided in any and all  
6 deferred deposit transactions contracted with California customers or in the State of California, and  
7 to disgorge any and all charges or fees received in conjunction with those deferred deposit  
8 transactions pursuant to section 23060. The Order was served by certified mail and personal  
9 delivery to defendants BERGFALK, TIOR, and TTG on March 9, 2012, and to defendant  
10 QUINLAN on March 14, 2012. As defendants did not request a hearing on the Order, it became  
11 final and remains in effect.

12 N. After receipt of the Order, and by no later than April 2012, defendants ceased from  
13 engaging in nonexempt, unlicensed deferred deposit transaction business in the State of California  
14 by refusing to accept loan applications from California borrowers and terminating all in-state loan  
15 processing activities.

16 O. Further, defendants voided and/or forfeited loans that had been extended to California  
17 consumers in the principal amount of at least \$1,025,000 by ceasing collection on outstanding loans  
18 totaling approximately \$275,000 and canceling defaulted loans, which had already been referred to  
19 collections, in the amount of approximately \$750,000.

20 P. It is the intention and the desire of defendants and plaintiff (“the parties to this  
21 agreement”) to resolve this matter at this time as between them without the need for a trial, hearing,  
22 or further litigation.

23 THEREFORE, in consideration of the foregoing, and the terms and conditions set forth  
24 herein, the parties to this agreement hereby agree and stipulate as follows.

25 **TERMS AND CONDITIONS**

26 1. This Settlement Agreement is entered into for the purpose of judicial economy and  
27 expediency, and to avoid the expense of a trial, and possible further court proceedings as between  
28 the parties to this agreement.

1           2.       Defendants agree to the terms of this agreement and the entry of the final orders  
2 referred to below without admitting or denying the factual allegations contained herein regarding  
3 any violations of law and without admitting any wrongdoing.

4           3.       Defendants hereby agree to the issuance by the court of a permanent injunction,  
5 pursuant to Financial Code section 23051, subdivision (a), and the procedure set forth in section  
6 23058 subdivision (e), restraining and enjoining defendants, and each of them, and their officers,  
7 directors, successors in interest, controlling persons, agents, employees, attorneys in fact, and all  
8 other persons acting in concert or participating with them, or any of them, from directly or indirectly:

9           (a)       Violating section 23005 of the Financial Code by engaging in any business of  
10 deferred deposit transactions which is not exempt from the licensing requirements of the CDDTL,  
11 whether as part of the scheme recited herein or otherwise, unless and until they shall first have  
12 applied for and secured from the Commissioner, a license pursuant to the CDDTL authorizing the  
13 engagement in the business of deferred deposit transactions; and,

14           (b)       Violating any order issued by the Commissioner against defendants or any of them,  
15 including, but not limited to, the Desist and Refrain Order, attached hereto as Exhibit "A" which has  
16 now become final by operation of law.

17           A copy of the proposed Order Re: Permanent Injunction, which the parties agree may be  
18 entered by the court pursuant to this stipulation and which the parties expressly agree may be entered  
19 by application and or on an ex parte basis without further notice to any defendant, is attached hereto  
20 as Exhibit "B."

21           4.       Defendants also stipulate that the court will retain jurisdiction over them and this  
22 action for the purposes of enforcing the Order and injunction, and that service of the Order entered  
23 by the court on their attorney of record by mail will be deemed as accepted service on all Defendants  
24 of the Order.

25           5.       Defendants also hereby agree to pay civil penalties for violations of the CDDTL as  
26 authorized by section 23501 (c), in the amount of ONE HUNDRED THOUSAND DOLLARS  
27 (\$100,000). Defendants agree to pay the full amount of the civil penalties at the time this agreement  
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1 is executed by them, by wire transfer to a bank account location and number to be provided by to  
2 them by the DBO.

3  
4 6. As part of this Settlement Agreement, defendants hereby represent and warrant that  
5 they do not currently have title to, possession of, or control over any additional assets, specifically  
6 including but not limited to currency, precious metals, stocks, bonds, annuities or real or personal  
7 property other than those assets already disclosed in this action to the Commissioner under oath. It  
8 is also represented and warranted by defendants that they have not made any loans, or transferred  
9 any money or title to any assets with a value in excess of \$50,000 within the last two years either (1)  
10 to family members, specifically including but not limited to spouses, parents, or children for any  
11 reason; or (2) to any person at any time who has agreed to hold such assets for the future use or  
12 benefit of defendants or their family members and who still hold or control any of the transferred  
13 money or assets. In the event it is shown by the DBO that a defendant had assets that were not  
14 disclosed to the Commissioner or made such transfers contrary to the representations made above,  
15 the DBO may seek relief from the court to seek additional amounts of civil penalties and restitution  
16 from that defendant in an amount according to proof by the DBO.

17 6. The parties hereby acknowledge and agree that this Settlement Agreement is intended  
18 to constitute a full, final and complete resolution of this matter as between the parties to this  
19 agreement for the claims recited herein. The parties further acknowledge and agree that nothing  
20 contained in this Settlement Agreement shall operate to limit the Commissioner's ability to assist any  
21 other agency, (county, state or federal) with any prosecution, administrative, civil or criminal,  
22 brought by any such agency against defendants BERGFALK or QUINLAN based upon any of the  
23 activities alleged in this agreement or in any way limits or discharges any claims, charges or  
24 remedies that may be asserted by such agencies or third parties against defendants BERGFALK or  
25 QUINLAN in the future for such activities.

26 7. Each of the parties represents, warrants, and agrees that it has received independent  
27 advice from its attorney(s) and/or representatives with respect to the advisability of executing this  
28 Settlement Agreement and the entry of the attached order.

1           8.       Each of the parties represents, warrants, and agrees that in executing this Settlement  
2 Agreement it has relied solely on the statements set forth herein and the advice of its own counsel  
3 and/or representative. Each of the parties further represents, warrants, and agrees that in executing  
4 this Settlement Agreement it has placed no reliance on any statement, representation, or promise of  
5 any other party, or any other person or entity not expressly set forth herein, or upon the failure of any  
6 party or any other person or entity to make any statement, representation or disclosure of anything  
7 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in  
8 any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the  
9 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this  
10 Settlement Agreement.

11           9.       This Settlement Agreement is the final written expression and the complete and  
12 exclusive statement of all the agreements, conditions, promises, representations, and covenants  
13 between the parties with respect to the subject matter hereof, and supercedes all prior or  
14 contemporaneous agreements, negotiations, representations, understandings, and discussions  
15 between and among the parties, their respective representatives, and any other person or entity, with  
16 respect to the subject matter covered hereby.

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

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

23 Dated: December 18, 2013

JAN LYNN OWEN  
California Commissioner of Business Oversight

25  
26 By \_\_\_\_\_  
27 MARY ANN SMITH  
28 Deputy Commissioner  
Enforcement Division

Dated: December 18, 2013

BRIAN BERGFALK

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By \_\_\_\_\_

BRIAN BERGFALK,  
As an individual and on behalf of TIOR CAPITAL,  
LLC, TTG SERVICES, LLC, INSIGHT CAPITAL,  
LLC, VIN CAPITAL, LLC, and CP INVESTORS,  
LLC

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ )

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Dated: December 18, 2013

ERIC QUINLAN

By \_\_\_\_\_

ERIC QUINLAN,  
As an individual and on behalf of TIOR CAPITAL,  
LLC, TTG SERVICES, LLC, INSIGHT CAPITAL,  
LLC, VIN CAPITAL, LLC, and CP INVESTORS,  
LLC

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ )

SUBSCRIBED AND SWORN TO before me this 18th day of December, 2013.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

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By \_\_\_\_\_  
Brad Seiling, Manatt, Phelps & Phillips, LLP  
Attorneys for defendants

# EXHIBIT A

1 ALAN S. WEINGER  
Deputy Commissioner  
2 MIRANDA LEKANDER (SBN 210082)  
3 Senior Corporations Counsel  
1515 K Street, Suite 200  
4 Sacramento, California 95814  
Telephone: (916) 322-8730  
5 Fax: (916) 445-6985  
6 Attorneys for Complainant

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

10 In the Matter of the Orders Issued to: )  
11 )  
TIOR Capital, LLC; TTG Services, LLC; ) DESIST AND REFRAIN ORDER PURSUANT  
12 Brian Bergfalk; and, Eric Quinlan, ) TO CALIFORNIA FINANCIAL CODE  
13 ) SECTION 23050; and  
14 Respondents. ) ORDER VOIDING TRANSACTIONS AND  
15 ) DISGORGING ALL CHARGES AND FEES  
16 ) PURSUANT TO CALIFORNIA FINANCIAL  
17 ) CODE SECTION 23060  
18 )  
19 )

19 Complainant, the Commissioner of the Department of Corporations (“Commissioner” or  
20 “Department”), is informed and believes, and based on such information and belief, finds as follows:

21 I.

22 **FACTUAL BACKGROUND**

23 At all relevant times, TIOR Capital, LLC (“TIOR”) is or was a Nevada limited liability  
24 company formed on March 29, 2010 with a registered business address of 500 N. Rainbow  
25 Boulevard, Suite 300A, Las Vegas, Nevada, 89107.

26 At all relevant times, TTG Services, LLC (“TTG”) is or was a California limited  
27 liability company formed on March 29, 2010 with a registered business address of 101 Parkshore  
28 Drive, Suite 100, Folsom, California, 95630.

1 At all relevant times, the managers of TIOR and TTG were Brian Bergfalk (“Bergfalk”) and  
2 Eric Quinlan (“Quinlan”).

3 A deferred deposit transaction (commonly referred to as a “payday advance” or “payday  
4 loan”) is a written transaction whereby one person gives funds to another person upon receipt of a  
5 personal check and it is agreed that the personal check shall not be deposited until a later date.  
6 “Personal check,” as referenced in California Financial Code section 23001, includes “the electronic  
7 equivalent of a personal check,” such as an Automated Clearing House (“ACH”) or debit card  
8 transaction.

9 Consumers may obtain payday loans directly from a licensed lender or by submitting a  
10 general loan application online through a lead-generator website that contracts with multiple lenders.  
11 Applicants are asked to provide their personal identifying data and employer contact information and  
12 furnish their bank account and routing numbers.

13 Since at least September 2011, TIOR, TTG, Bergfalk and Quinlan (hereafter “Respondents”)  
14 have engaged in the business of offering, originating, or making deferred deposit transactions in  
15 California, as defined by the California Deferred Deposit Transaction Law (“CDDTL”) (California  
16 Financial Code sections 23000 *et seq.*). Respondents have offered 24-hour payday advances or short-  
17 term cash loans of up to \$1,500 in this state by advertising through Facebook and various lead-  
18 generator websites such as [paydayloanapplytoday.com](http://paydayloanapplytoday.com) and [paydayloancashveryfast.com](http://paydayloancashveryfast.com).

19 After accepting an application obtained from a lead-generator website, Respondents  
20 electronically deposit the loan funds to the borrower’s personal banking account, in some instances,  
21 without even contacting the borrower to disclose the loan terms or obtain borrower authorization.  
22 Respondents defer making an ACH deduction until a later date in exchange for fees that exceed those  
23 allowed by the CDDTL.

24 For example, in October 2011, Respondents electronically disbursed a \$300.00 payday loan to  
25 a California resident, charging a 782.14% interest rate and \$90.00 finance charge, for a total payment  
26 amount of \$390.00 due in two weeks. The loan was automatically “refinanced” for an additional  
27 \$90.00 fee when the borrower did not repay the loan principal and refinance charges by the loan’s  
28 due date.

1 Respondents have not been issued a deferred deposit transaction license by the Commissioner  
2 pursuant to the CDDTL. As such, Respondents are not authorized to engage in payday lending, or to  
3 offer, originate, or make a deferred deposit transaction, arrange a deferred deposit transaction for a  
4 deferred deposit originator, act as an agent for a deferred deposit originator, or assist a deferred  
5 deposit originator in the origination of a deferred deposit transaction in the State of California or to  
6 California residents.

## 7 II.

### 8 **Desist and Refrain Order for Violations of California Financial Code Sections 23005 and 23036**

9 The Department is responsible for enforcing all provisions of the CDDTL, including the  
10 regulation of deferred deposit transactions. The Commissioner is statutorily authorized to order any  
11 person to desist and refrain from engaging in violations of the CDDTL.

12 California Financial Code section 23005, subdivision (a), provides, in pertinent part: “No  
13 person shall offer, originate, or make a deferred deposit transaction . . . without first obtaining a  
14 license from the commissioner and complying with the provisions of this division . . . .”

15 California Financial Code section 23036, subdivision (a), provides, “A fee for a deferred  
16 deposit transaction shall not exceed 15 percent of the face amount of the check.”

17 California Financial Code section 23050 provides:

18 Whenever, in the opinion of the commissioner, any person is engaged in  
19 the business of deferred deposit transactions, as defined in this division,  
20 without a license from the commissioner, or any licensee is violating any  
21 provision of this division, the commissioner may order that person or  
22 licensee to desist and to refrain from engaging in the business or further  
23 violating this division. If within 30 days, after the order is served, a written  
24 request for a hearing is filed and no hearing is held within 30 days  
25 thereafter, the order is rescinded.

26 The foregoing facts establish violations of the CDDTL by Respondents, including engaging in  
27 the business of originating or offering to originate deferred deposit transactions without having first  
28 obtained a license to do so from the California Corporations Commissioner in violation of section  
23005, as well as charging excessive fees in violation of section 23036. The issuance of a Desist and  
Refrain Order, therefore, is necessary for the protection of consumers and is consistent with the

1 purposes, policies, and provisions of the CDDTL.

2 Pursuant to California Financial Code section 23050, TIOR Capital, LLC, TTG Services,  
3 LLC, Brian Bergfalk and Eric Quinlan are hereby ordered to desist and refrain from violating  
4 California Financial Code sections 23005 and 23036. This Order shall remain in full force and effect  
5 until further order of the Commissioner.

6 **III.**

7 **Order Voiding California Deferred Deposit Transactions and Disgorging All Charges and Fees**

8 California Financial Code Section 23060 provides:

9 (a) If any amount other than, or in excess of, the charges or fees permitted by this  
10 division is willfully charged, contracted for, or received, a deferred deposit  
11 transaction contract shall be void, and no person shall have any right to collect or  
12 receive the principal amount provided in the deferred deposit transaction, any  
13 charges, or fees in connection with the transaction.

14 (b) If any provision of this division is willfully violated in the making or collection  
15 of a deferred deposit transaction, the deferred deposit transaction contract shall be  
16 void, and no person shall have any right to collect or receive any amount provided  
17 in the deferred deposit transaction, any charges, or fees in connection with the  
18 transaction.

19 Respondents willfully violated provisions of the CDDTL by charging at least one California  
20 customer fees or charges without a license in violation of section 23005, including excess fees and  
21 charges in conjunction with deferred deposit transactions in violation of section 23036. As a result of  
22 willfully charging unauthorized fees or charges to customers, Respondents are not entitled to collect  
23 or receive the principal amounts provided in those deferred deposit transactions, nor are they entitled  
24 to any of the charges or fees associated with the transactions.

25 Pursuant to California Financial Code section 23060, TIOR Capital, LLC, TTG Services,  
26 LLC, Brian Bergfalk and Eric Quinlan are hereby ordered to immediately cease collecting all  
27 principal amounts, and return all principal amounts, provided in any and all deferred deposit

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1 transactions contracted with California customers or in the State of California, and to disgorge  
2 any and all charges or fees received in conjunction with those deferred deposit transactions.

3

4 Dated: February 29, 2012  
5 Los Angeles, California

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JAN LYNN OWEN  
California Corporations Commissioner

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By: \_\_\_\_\_  
ALAN S. WEINGER  
Deputy Commissioner  
Enforcement Division

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# EXHIBIT B

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
2 FOR THE COUNTY OF SACRAMENTO

3  
4 THE PEOPLE OF THE STATE OF  
5 CALIFORNIA, by and through the  
6 COMMISSIONER OF BUSINESS  
7 OVERSIGHT,

8 Plaintiff,

9 v.

10 BRIAN BERGFALK, an individual; ERIC  
11 QUINLAN, an individual; TIOR CAPITAL,  
12 LLC, a Nevada limited liability company;  
13 TTG SERVICES, LLC., a California limited  
14 liability company; INSIGHT CAPITAL,  
15 LLC, a Nevada limited liability company;  
16 VIN CAPITAL, LLC, a Nevada limited  
17 liability company; and, CP INVESTORS,  
18 LLC, a Nevada limited liability company,

19 Defendants.

Case No.:

[PROPOSED] ORDER RE:  
PERMANENT INJUNCTION

20 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

21 In the above-entitled action, Defendants BRIAN BERGFALK (“BERGFALK”) and ERIC  
22 QUINLAN (“QUINLAN”), both individually and doing business as TIOR Capital LLC (TIOR),  
23 TTG SERVICES, LLC (“TTG”), INSIGHT CAPITAL, LLC (“INSIGHT”), VIN CAPITAL, LLC  
24 (“VIN”), and CP INVESTORS, LLC (“CP”) and Plaintiff, The People of the State of California by  
25 and through the California Commissioner of Business Oversight, having stipulated to the entry of  
26 this Order Granting Permanent Injunction Against Defendants as follows.

27 IT IS HEREBY ADJUDGED, ORDERED, AND DECREED:

28 1. That Defendants BRIAN BERGFALK (“BERGFALK”) and ERIC QUINLAN  
29 (“QUINLAN”), both individually and doing business as TIOR Capital LLC (TIOR), TTG

1 SERVICES, LLC (“TTG”), INSIGHT CAPITAL, LLC (“INSIGHT”), VIN CAPITAL, LLC  
2 (“VIN”), and CP INVESTORS, LLC (“CP”), their agents, employees, attorneys in fact, and all  
3 persons acting in concert or participating with them, directly or indirectly are hereby permanently  
4 enjoined from:  
5

6 (a) Violating the California Deferred Deposit Transaction Law (hereinafter referred to as  
7 the “CDDTL,” California Financial Code section 23000 *et seq.*)<sup>1</sup> section 23005 by engaging in any  
8 business of deferred deposit transactions which is not exempt from the licensing requirements of the  
9 CDDTL whether as part of the scheme complained of herein or otherwise, unless and until they shall  
10 first have applied for and secured from the Commissioner, a license pursuant to the CDDTL  
11 authorizing the engagement in the business of deferred deposit transactions;

12 (b) Violating section 23035, subdivisions (a), (c), (e), (f), (g) and (h), of the CDDTL by  
13 originating excessive loans; failing to provide notices to customers as required under this section;  
14 using written agreements not in compliance with the provisions of this section and using agreements  
15 that contain unconscionable provisions;

16 (c) Violating section 23036 subdivisions (a), (b), and (f) of the CDDTL by charging  
17 excessive fees or excessive amounts of interest;

18 (d) Violating, the Desist and Refrain Order issued by Plaintiff to Defendants for  
19 violations of the CDDTL, issued February 29<sup>th</sup>, 2012.

20 2. That the court retains jurisdiction over this action and the parties for the purpose of enforcing  
21 the terms of this Order and injunction.

22 IT IS SO ORDERED

23 Date: \_\_\_\_\_, 2013

24  
25 By: \_\_\_\_\_  
26 Judge of the Superior Court

27  
28 <sup>1</sup> All further statutory references are to the California Financial Code unless otherwise indicated.