

**FINANCIAL INDUSTRY REGULATORY AUTHORITY
LETTER OF ACCEPTANCE, WAIVER AND CONSENT
NO. 2013036318101**

**TO: Department of Enforcement
Financial Industry Regulatory Authority ("FINRA")**

**RE: Jose Angel Arizmendi, Jr., Respondent
General Securities Representative and General Securities Principal
CRD No. 2927350**

Pursuant to FINRA Rule 9216 of FINRA's Code of Procedure, I submit this Letter of Acceptance, Waiver and Consent ("AWC") for the purpose of proposing a settlement of the alleged rule violations described below. This AWC is submitted on the condition that, if accepted, FINRA will not bring any future actions against me alleging violations based on the same factual findings described herein.

I.

ACCEPTANCE AND CONSENT

- A. I hereby accept and consent, without admitting or denying the findings, and solely for the purposes of this proceeding and any other proceeding brought by or on behalf of FINRA, or to which FINRA is a party, prior to a hearing and without an adjudication of any issue of law or fact, to the entry of the following findings by FINRA:

BACKGROUND

Jose Angel Arizmendi, Jr. was associated with Centaurus Financial, Inc. ("Centaurus" or "the Firm") from January 23, 2009 through January 28, 2013 as an Investment Company Products/Variable Contracts Representative. He is not currently associated with a FINRA member.

RELEVANT PRIOR DISCIPLINARY HISTORY

Arizmendi has no prior disciplinary history.

OVERVIEW

Arizmendi violated FINRA Rules 3270 and 2010 because he received compensation for an outside business activity that was not disclosed to his employing member firm.

FACTS AND VIOLATIVE CONDUCT

Arizmendi entered into an oral agreement with customers JK and CK to provide advice about the allocation of their variable annuity subaccounts. Pursuant to that agreement, JK and CK paid Arizmendi approximately \$8,200 for advice they received during 2011 and 2012.¹

FINRA Rule 3270 prohibits an associated or registered person from accepting compensation from any other person as a result of any business activity outside the scope of his relationship with his employer firm unless he has provided prior written notice. Arizmendi's advisory services agreement was outside the scope of his relationship with his Firm and was accomplished without notification to or approval from the Firm.

By entering into a business arrangement without notifying or seeking approval from Centaurus, Arizmendi violated FINRA Rules 3270 and 2010.

OTHER FACTORS

B. I also consent to the imposition of the following sanctions:

1. A one month suspension in all capacities from associating with any FINRA member; and
2. A \$5,000.00 fine.

I understand that if I am barred or suspended from associating with any FINRA member, I become subject to a statutory disqualification as that term is defined in Article III, Section 4 of FINRA's By-Laws, incorporating Section 3(a)(39) of the Securities Exchange Act of 1934. Accordingly, I may not be associated with any FINRA member in any capacity, including clerical or ministerial functions, during the period of the bar or suspension (see FINRA Rules 8310 and 8311).

The fine shall be due and payable either immediately upon reassociation with a member firm following the one month suspension noted above, or prior to any application or request for relief from any statutory disqualification resulting from this or any other event or proceeding, whichever is earlier.

I specifically and voluntarily waive any right to claim that I am unable to pay, now or at any time hereafter, the monetary sanction imposed in this matter.

¹ In early 2013, after JK and CK complained about his fees, Arizmendi refunded the amount he had received.

II.

WAIVER OF PROCEDURAL RIGHTS

I specifically and voluntarily waive the following rights granted under FINRA's Code of Procedure:

- A. To have a Complaint issued specifying the allegations against it;**
- B. To be notified of the Complaint and have the opportunity to answer the allegations in writing;**
- C. To defend against the allegations in a disciplinary hearing before a hearing panel, to have a written record of the hearing made and to have a written decision issued; and**
- D. To appeal any such decision to the National Adjudicatory Council ("NAC") and then to the U.S. Securities and Exchange Commission and a U.S. Court of Appeals.**

Further, I specifically and voluntarily waive any right to claim bias or prejudice of the General Counsel, the NAC, or any member of the NAC, in connection with such person's or body's participation in discussions regarding the terms and conditions of this AWC, or other consideration of this AWC, including acceptance or rejection of this AWC.

I further specifically and voluntarily waive any right to claim that a person violated the ex parte prohibitions of FINRA Rule 9143 or the separation of functions prohibitions of FINRA Rule 9144, in connection with such person's or body's participation in discussions regarding the terms and conditions of this AWC, or other consideration of this AWC, including its acceptance or rejection.

III.

OTHER MATTERS

I understand that:

- A. Submission of this AWC is voluntary and will not resolve this matter unless and until it has been reviewed and accepted by the NAC, a Review Subcommittee of the NAC, or the Office of Disciplinary Affairs ("ODA"), pursuant to FINRA Rule 9216;**
- B. If this AWC is not accepted, its submission will not be used as evidence to prove any of the allegations against me; and**
- C. If accepted:**

1. this AWC will become part of my permanent disciplinary record and may be considered in any future actions brought by FINRA or any other regulator against me;
2. this AWC will be made available through FINRA's public disclosure program in response to public inquiries about my disciplinary record;
3. FINRA may make a public announcement concerning this agreement and the subject matter thereof in accordance with FINRA Rule 8313; and
4. I may not take any action or make or permit to be made any public statement, including in regulatory filings or otherwise, denying, directly or indirectly, any finding in this AWC or create the impression that the AWC is without factual basis. I may not take any position in any proceeding brought by or on behalf of FINRA, or to which FINRA is a party, that is inconsistent with any part of this AWC. Nothing in this provision affects my: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which FINRA is not a party.

- D. I may attach a Corrective Action Statement to this AWC that is a statement of demonstrable corrective steps taken to prevent future misconduct. I understand that I may not deny the charges or make any statement that is inconsistent with the AWC in this Statement. This Statement does not constitute factual or legal findings by FINRA, nor does it reflect the views of FINRA or its staff.

I certify that I have read and understand all of the provisions of this AWC and have been given a full opportunity to ask questions about it; that I have agreed to its provisions voluntarily; and that

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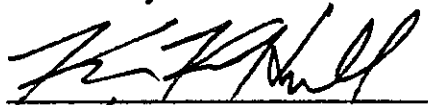
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no offer, threat, inducement, or promise of any kind, other than the terms set forth herein and the prospect of avoiding the issuance of a Complaint, has been made to induce me to submit it.

2/3/2013
Date (mm/dd/yyyy)

By: 
Jose Angel Arizmendi, Jr.

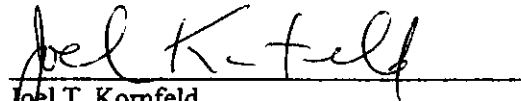
Reviewed by:


Kevin A. Hull
Counsel for Respondent
9891 Irvine Center Drive, Suite 200
Irvine, CA 92618
Tel: 949-478-4855

Accepted by FINRA:

3/20/14
Date

Signed on behalf of the
Director of ODA, by delegated authority


Joel T. Kornfeld
Senior Regional Counsel
FINRA Department of Enforcement
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Los Angeles, CA 90071
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