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California Corporations Commissioner
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BEFORE THE DEPARTMENT OF CORPORATIONS

OF THE STATE OF CALIFORNIA

In the Matter of THE CALIFORNIA CORPORATIONS COMMISSIONER, Complainant, vs. ESCROWS UNLIMITED, INC., Respondent.	))))))))))	File No.: 963-2174 SETTLEMENT AGREEMENT ON PAYMENT OF PENALTIES

This Agreement ("Agreement") is entered into between Escrows Unlimited, Inc. ("EU") and the California Corporations Commissioner ("Commissioner") with respect to the following facts:

RECITALS

A. Escrows Unlimited, Inc. ("EU") is an escrow agent licensed by the Commissioner pursuant to the Escrow Law of the State of California (California Financial Code Section 17000 et seq.), under license number 963-2174, with its principal place of business at 11823 E. Slauson Ave., Suite # 29, Santa Fe Springs, CA 90670.

B. On February 1, 2011, the Commissioner issued a Notice of Intention to Issue Order Suspending Escrow Agent's License ("Notice") and Accusation for Suspension of Escrow License and Order Imposing Penalties Pursuant to Financial Code section 17408 ("Accusation") to EU. EU was served with the Notice and Accusation by certified mail on February 2, 1011. Under the Escrow

State of California – Department of Corporations

Law, EU was given 30-days after receipt of the Accusation to request a hearing on the Accusation. EU did not submit a request for a hearing on the Accusation. The time to request a hearing had expired and the Commissioner's Order Suspending Escrow Agent's License ("Suspension Order") and Order Imposing Penalties Pursuant to Financial Code section 17408 ("Penalties Order") was deemed final under law.

C. EU has complied with the Suspension Order by suspending its escrow activities from August 25, 2011 until September 2, 2011.

D. It is the intention and desire of the parties to resolve this matter without the necessity of other litigation.

TERMS AND CONDITIONS

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

2. Each of the Parties represents, warrants, and agrees that it has received or been advised to seek independent legal advice from its attorneys with respect to the advisability of executing this Agreement.

3. EU hereby acknowledges that it had waived its right to a hearing under Financial Code section 17408 in connection with the Penalties Order, and hereby waives the right to any reconsideration, appeal, or other right which may be afforded pursuant to the Financial Code, the California Administrative Procedure Act, the California Code of Civil Procedure or any other provision of law in connection with this matter.

4. EU hereby agrees to pay to the Commissioner ten-thousand dollars ($10,000) in penalty payments pursuant to the Penalties Order. The first penalty payment in the amount of three-thousand three-hundred thirty-three dollars and thirty-three cents ($3,333.33) is due on or before November 30, 2011. The second penalty payment in the amount of three-thousand three-hundred thirty-three dollars and thirty-three cents ($3,333.33) is due on or before February 29, 2012. The third and final penalty payment in the amount of three-thousand three-hundred thirty-three dollars and thirty-four cents ($3,333.34) is due on or before May 31, 2012. If at anytime, either the first, second, or third penalty payment is not received by the date specified, the entire remaining balance of penalty

State of California – Department of Corporations

payments shall become immediately due. Failure to pay the first, second, or third penalty payments by their specified dates or the remaining balance of penalty payments, if the penalty payments are not received by the date specified, shall be a breach of this Agreement and shall be cause for the Commissioner to revoke or deny, respectively, any Department of Corporations license or any pending application of EU and any company owned or controlled by EU, its successors and assigns, by whatever names they might be known. EU waives any notice and hearing rights to contest such revocations or denials, which may be afforded under the Financial Code, the Administrative Procedure Act, the Code of Civil Procedure, or any other legal provisions. EU's penalty payments shall be payable to the California Department of Corporations and delivered to the Department of Corporations' Los Angeles Office to the attention of the Complainant's Enforcement counsel, Johnny Vuong.

5. This Agreement 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 supercedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the parties, their respective representatives, and any other person or entity.

6. Notwithstanding any other provision contained herein, nothing in this Agreement shall operate to limit the Commissioner's ability to investigate and prosecute violations of the California Escrow Law not addressed herein, or to assist any other agency (county, state or federal) with any prosecution, administrative, civil or criminal, brought by such agency against EU.

7. In that the parties have had the opportunity to draft, review and edit the language of this Agreement, no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any action relating to or arising out of this Agreement. Accordingly, the parties hereby waive the benefit of California Civil Code section 1654 and any successor statute.

8. The waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing signed by the parties hereto.

State of California – Department of Corporations

9. Each signatory hereto covenants that they possess all necessary capacity and authority to sign and enter into this Agreement. Each signatory warrants and represents that such signatory is fully entitled and duly authorized to enter into and deliver this Agreement. In particular, and without limiting the generality of the foregoing, each signatory warrants and represents that it is fully entitled to enter into the covenants, and undertake the obligations set forth herein.

10. This Agreement 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. A fax signature shall be deemed the same as an original signature.

Dated: 10/24/2011 California Corporations Commissioner

By_____
Alan S. Weinger
Deputy Commissioner
Enforcement Division

Dated:10/10/2011 Escrows Unlimited, Inc.

By_____
Yvette Coquelet
Vice President

State of California – Department of Corporations