PRESTON DuFAUCHARD
California Corporations Commissioner
ALAN S. WEINGER
Deputy Commissioner
JUDY L. HARTLEY (CA BAR NO. 110628)
Senior Corporations Counsel
Department of Corporations
320 West 4th Street, Ste. 750
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Attorneys for Complainant

BEFORE THE DEPARTMENT OF CORPORATIONS

OF THE STATE OF CALIFORNIA

In the Matter of the Accusation of THE CALIFORNIA CORPORATIONS COMMISSIONER, Complainant, vs. PRECISIONONE ESCROW, INC., YESENIA ESPINOZA, and JOSE ESPINOZA, Respondents.	OAH Case No. 2011010783 File No.: 963-2182 SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Precisionone Escrow, Inc. ("Precisionone"), Yesenia Espinoza (Y. Espinoza") and Jose Espinoza ("J. Espinoza"), on the one hand, and the California Corporations Commissioner ("Commissioner") on the other hand, and is made with respect to the following facts:

RECITALS

A. Precisionone is a corporation in good standing, duly formed and existing pursuant to the laws of the State of California, and authorized to conduct business in the State of California.

B. Precisionone is an escrow agent licensed by the Commissioner pursuant to the Escrow Law of the State of California (California Financial Code § 17000 et seq.). Precisionone has its principal place of business at 78-115 Calle Estado, Suite 203, La Quinta, California 92253.

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C. J. Espinoza is, and was at all times relevant, the president and co-owner of Precisionone.

D. Y. Espinoza is, and was at all times relevant, the secretary and co-owner of Precisionone.

E. On July 9, 2011, Precisionone, Y. Espinoza and J. Espinoza were personally served by the Commissioner with a Notice of Intention to Issue Order to Revoke Escrow Agent's License and To Issue Orders Pursuant to Section 17423 (Bar from Employment, Management or Control of an Escrow Agent), Accusation and accompanying documents dated July 7, 2011. Thereafter, on May 18, 2011, the Commissioner issued a First Amended Accusation against Precisionone, Y. Espinoza and J. Espinoza, which First Amended Accusation was personally served on Rspondents, by and through their attorney, on May 18, 2011. Precisioneone, Y. Espinoza and J. Espinoza have filed Notices of Defense with the Commissioner on the above-referenced matter. A two-day hearing has been scheduled for October 5 and 6, 2011.

F. It is the intention and desire of the parties to resolve this matter without the necessity of a hearing and/or other litigation.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

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

2. Precisionone, without admitting or denying any of the allegations contained in the First Amended Accusation described in paragraph E above, hereby agrees to the issuance by the Commissioner of an order revoking the escrow agent's license of Precisionone. The revocation order shall become effective upon execution of this Settlement Agreement. A copy of the revocation order is attached and incorporated as Exhibit A.

3. Precisionone acknowledges its right to an administrative hearing under Financial Code section 17608 in connection with the revocation and hereby waives its right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law,

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the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection with this matter herein.

4. Y. Espinoza, without admitting or denying any of the allegations contained in the First Amended Accusation described in paragraph E above, hereby agrees to the issuance by the Commissioner of an order barring her from any position of employment, management or control of any escrow agent. The order shall become effective upon execution of this Settlement Agreement. A copy of the bar order is attached and incorporated as Exhibit B.

5. Y. Espinoza acknowledges her right to an administrative hearing under Financial Code section 17423 in connection with the bar and hereby waives her right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection with this matter herein.

6. J. Espinoza, without admitting or denying any of the allegations contained in the First Amended Accusation described in paragraph E above, hereby agrees to the issuance by the Commissioner of an order barring him from any position of employment, management or control of any escrow agent. The order shall become effective upon execution of this Settlement Agreement. A copy of the bar order is attached and incorporated as Exhibit C.

7. J. Espinoza acknowledges his right to an administrative hearing under Financial Code section 17423 in connection with the bar and hereby waives his right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection with this matter herein.

8. Notwithstanding, paragraphs 2, 4 and 6 above, the allegations set forth in the First Amended Accusation described in paragraph E above shall be deemed admitted in the event Respondents (i) seek reinstatement pursuant to Government Code section 11522, or (ii) apply to the Department of Corporations for any license, whether individually or through any business entity in which Respondents or any Respondent named herein, is a partner, officer, director, manager, or person owning or controlling, directly or indirectly, ten percent or more of the outstanding interests

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or equity securities as the case may be.

9. The parties hereby acknowledge and agree that this Settlement Agreement is intended to constitute a full, final and complete resolution of this matter. The parties further acknowledge and agree that nothing contained in this Settlement Agreement shall operate to limit the Commissioner's ability to assist any other agency, (county, state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency against Precisionone, Y. Espinoza and/or J. Espinoza based upon any of the activities alleged in this matter or otherwise.

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

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

12. This Settlement 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, with respect to the subject matter covered hereby.

13. In that the parties have had the opportunity to draft, review and edit the language of this Settlement Agreement, no presumption for or against any party arising out of drafting all or any

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part of this Settlement Agreement will be applied in any action relating to, connected, to, or involving this Settlement Agreement. Accordingly, the parties waive the benefit of California Civil Code section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

14. This Settlement Agreement shall not become effective until signed by all parties and delivered by all parties.

15. This Settlement 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. This Settlement Agreement may be executed by facsimile signature, and any such facsimile signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile signature were an original signature.

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

Dated: 5/31/11

PRESTON DuFAUCHARD
California Corporations Commissioner

By_____
ALAN S. WEINGER
Deputy Commissioner

Dated: 5/26/11

PRECISIONONE ESCROW, INC.

By_____
JOSE ESPINOZA, President

Dated: 5/26/11

By_____
JOSE ESPINOZA, an individual

Dated: 5/26/11

By_____
YESENIA ESPINOZA, an individual

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APPROVED AS TO FORM:

DAVIS & DAVIS, LLP

By_____
M. STEPHEN DAVIS, ESQ. Attorney for PRECISIONONE ESCROW, INC., JOSE ESPINOZA and YESENIA ESPINOZA

PRESTON DuFAUCHARD
California Corporations Commissioner

By_____
JUDY L. HARTLEY
Senior Corporations Counsel

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