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8
9 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
10 OF THE STATE OF CALIFORNIA

11 In the Matter of:)
12 THE COMMISSIONER OF BUSINESS) STIPULATION TO FINAL DESIST AND
13 OVERSIGHT,) REFRAIN ORDER
14)
15 Complainant,)
16 v.)
17 FF1, LLC, dba HOME TITLE OF AMERICA,)
18 Respondent.)
19)
20)
21)

22 IT IS HEREBY STIPULATED BY AND BETWEEN FF1, LLC, dba HOME TITLE OF
23 AMERICA (“Home Title of America” or “HTA”) and THE COMMISSIONER OF BUSINESS
24 OVERSIGHT (“Commissioner”), as follows:

25 WHEREAS, on April 24, 2015, the Commissioner issued a Desist and Refrain Order to Home
26 Title of America for engaging in unlicensed escrow activity under the California Escrow Law (Fin.
27 Code, § 17000 et seq.) (“Escrow Law”). Attached hereto as **Exhibit A** and incorporated
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1 herein by reference is a true and correct copy of the Desist and Refrain Order April 24, 2015
2 (“Order”).

3 WHEREAS, Home Title of America seeks to resolve the concerns of the Commissioner by
4 entering into this Stipulation to Final Desist and Refrain Order (“Stipulation”) without the necessity
5 of a hearing and/or other litigation.

6 NOW THEREFORE, the parties hereby stipulate and agree as follows:

7 1. Home Title of America admits service of the Order on it.

8 2. Home Title of America acknowledges that the Commissioner granted a hearing in
9 connection with the Order. Home Title of America voluntarily waives its right to a hearing in relation
10 to the Order for violations of Financial Code sections 17200 for engaging in the business of an
11 escrow agent by handling escrow transactions on behalf of borrowers. Home Title of America further
12 waives its right to any reconsideration, appeal, or other right which may be afforded under the
13 Escrow Law; the Administrative Procedure Act (Govt. Code, § 11370 et seq.); the Code of Civil
14 Procedure (Code of Civ. Proc., § 1, et seq.); or any other provision of law in connection with this
15 matter. The Order and its findings are now final and this Stipulation is intended only to supplement
16 its terms.

17 3. Home Title of America enters into this Stipulation voluntarily and without coercion
18 and acknowledges that no promises, threats, or assurances have been made by the Commissioner or
19 any officer, or agent thereof, about this Stipulation.

20 4. Home Title of America acknowledges that nothing in this Stipulation shall preclude
21 the Commissioner, or the Commissioner’s agents or employees, to the extent authorized by law, from
22 assisting or cooperating in any investigation and/or action brought by any other federal, state or
23 county agency. Home Title of America further agrees that this Stipulation shall not bind or otherwise
24 prevent any other federal, state or county agency from the performance of its duties.

25 5. Each of the parties represents, warrants, and agrees that they have received
26 independent advice from their attorney(s) and/or representatives with respect to the advisability of
27 executing this Stipulation.

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1 6. Each of the parties represents, warrants, and agrees that in executing this Stipulation
2 they have relied solely on the statements set forth herein and the advice of their own attorney(s)
3 and/or representatives. Each of the parties represents, warrants, and agrees that in executing this
4 Stipulation they have placed no reliance on any statement, representation, or promise of any other
5 party, or any other person or entity not expressly set forth herein, or upon the failure of any party or
6 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 any
8 way fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol
9 evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

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

16 8. In that the parties have had the opportunity to draft, review and edit the language of
17 this Stipulation, no presumption for or against any party arising out of drafting all or any part of this
18 Stipulation will be applied in any action relating to, connected to, or involving this Stipulation.
19 Accordingly, the parties waive the benefit of Civil Code section 1654 and any successor or amended
20 statute, providing that in cases of uncertainty, language of contract should be interpreted most
21 strongly against the party who cause the uncertainty to exist.

22 9. This Stipulation shall not become effective until signed and delivered by all parties.

23 10. This Stipulation may be executed in one or more separate counterparts, each of which
24 when so executed, shall be deemed an original but all of which, together, shall be deemed to
25 constitute a single document. This Stipulation may be executed by facsimile or scanned signature,
26 and any such facsimile or scanned signature by any party hereto shall be deemed to be an original
27 signature and shall be binding on such party to the same extent as if such facsimile or scanned
28 signature were an original signature.

