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10
11 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
12 OF THE STATE OF CALIFORNIA
13

14 In the Matter of:) OAH NO. 2015120129
15)
16 THE COMMISSIONER OF BUSINESS)
OVERSIGHT,)
17) SETTLEMENT AGREEMENT
Complainant,)
18 v.)
19 JIN YONG KIM, JULIA EUGENE KIM, AND) Trial Date: June 13-16, 2016
KAY KYONG HUI CHANG.) Time: 9:00 A.M.
20) Location: 320 W. 4th St., Suite # 630
Respondents.) Los Angeles, CA 90013
21)
22)

23
24 This Settlement Agreement (“Agreement”) is entered into between the Commissioner of
25 Business Oversight (“Commissioner”) and Julia Eugene Kim (“Kim”), and is made with respect to
26 the following facts, terms, and conditions:

27 **RECITALS**

28 A. At all relevant times, Kim was an escrow assistant employed by California Escrow
Service, Inc.

1 B. On November 23, 2015, the Commissioner personally served Kim with a Notice of
2 Intention to Issue Order Pursuant to Financial Code Section 17423 (Bar From Employment,
3 Management or Control of Any Escrow Agent), Accusation, and accompanying documents issued on
4 August 13, 2015. Kim has filed a notice of defense with the Commissioner, requesting an
5 administrative hearing on the Accusation.

6 C. The Office of Administrative Hearings has scheduled an administrative hearing from
7 June 13-16, 2016.

8 It is the intention and desire of the parties to resolve these matters without the necessity of a
9 hearing and/or other litigation.

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

12 **TERMS AND CONDITIONS**

13 1. This Agreement is entered for purposes of judicial economy and expediency, and to
14 avoid the expense of a hearing, and possible further court proceedings.

15 2. Kim agrees to the issuance of an Order Suspending Julia Eugene Kim From Any
16 Position of Employment, Management, and Control of Any Escrow Agent pursuant to Financial Code
17 section 17423 (“Suspension Order”) attached as Exhibit “A” and hereby waives her right to a hearing
18 on the Suspension Order, and to any reconsideration, appeal, or other right which may be afforded
19 under the Escrow Law (Fin. Code, § 17000 et seq.); the Administrative Procedure Act (Govt. Code, §
20 11370 et seq.); the Code of Civil Procedure (Code of Civ. Proc., § 1, et seq.) or any other provision of
21 law.

22 3. Kim agrees to pay to the Commissioner administrative penalties totaling \$9,365.50.
23 Payment of the administrative penalties shall be made by Kim in the form of a cashier’s check,
24 received by the Department no later than 10 days after the execution date of this settlement
25 agreement. The cashier’s check shall be made payable to “The Department of Business Oversight,”
26 and shall be sent to: Johnny Vuong, Enforcement Division, Department of Business Oversight, 320
27 W. 4th Street, Suite 750, Los Angeles, CA 90013.
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1 4. Kim agrees that for the 36 months immediately following full execution of this
2 Agreement, if the Commissioner makes a finding that Kim has violated or is violating any provision
3 of the Escrow Law or is convicted of any crime of moral turpitude, the Commissioner may, in her
4 discretion automatically bar Kim from any position of employment, management, or control of any
5 escrow agent pursuant to Financial Code section 17423. Kim waives all notice and hearing rights to
6 contest an automatic bar initiated pursuant to this provision, which may be afforded under the Escrow
7 Law (Fin. Code, § 17000 et seq.), the California Administrative Procedure Act, the California Code
8 of Civil Procedure, or any other provision of law in connection with these matters.

9 5. The parties acknowledge and agree that this Agreement is intended as a full, final, and
10 complete resolution of the Accusation. The parties further acknowledge and agree that nothing
11 contained in this Agreement shall operate to limit the Commissioner’s ability to assist any other
12 agency (city, county, state, or federal) with any prosecution, administrative, civil, criminal, brought
13 by any such agency against Kim based on any of the activities alleged in these matters or otherwise.

14 6. Kim enters into this Agreement voluntarily and without coercion and acknowledges
15 that no promises, threats, or assurances have been made by the Commissioner or any officer, or agent
16 thereof, about this Agreement.

17 7. The Commissioner reserves the right to bring any future actions against Kim for any
18 and all unknown or future violations of the Escrow Law. This Agreement shall not serve to exculpate
19 Kim from any liability for any and all unknown or future violations of the Escrow Law.

20 8. Each of the parties represents and warrants that they have received independent advice
21 from their attorneys and/or other representatives with respect to the advisability of executing this
22 Agreement.

23 9. Each of the parties represents, warrants, and agrees that in executing this Agreement
24 they have relied solely on the statements set forth in the Agreement and the advice of their own
25 attorneys and/or representatives. Each of the parties represents, warrants, and agrees that in executing
26 this Agreement they have placed no reliance on any statement, representation, or promise of any
27 other party, or any person or entity not expressly set forth herein, or upon the failure of any party or
28 any other person or entity to make any statement, representation, or disclosure of anything

1 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in any
2 way fraudulently induced to execute this Agreement; and (2) to preclude the introduction of parol
3 evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

4 10. This Agreement is the final written expression and the complete and exclusive
5 statement of all stipulations, agreements, conditions, promises, representations, and covenants
6 between the parties with respect to the matter hereof, and supersedes all prior or contemporaneous
7 agreements, discussions, negotiations, representations, and understandings between and among the
8 parties, their respective representatives, and any other person or entity, with respect to the subject
9 matter covered in this Agreement.

10 11. In that the parties have had the opportunity to draft, review and edit the language of
11 this Agreement, no presumption for or against any party arising out of drafting all or any part of this
12 Agreement will be applied in any action relating to, connected, to, or involving this Agreement.
13 Accordingly, the parties waive the benefit of Civil Code section 1654 and any successor or amended
14 statute, providing that in cases of uncertainty, language of a contract should be interpreted most
15 strongly against the party who caused the uncertainty to exist.

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

19 13. This Agreement shall not become effective until signed by all parties.

20 14. This Agreement may be executed in one or more counterparts, each of which shall be
21 an original but all of which, together, shall be deemed to constitute a single document.

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

26 16. Each signatory hereto covenants that he/she possesses all necessary capacity and
27 authority to sign and enter into this Agreement.
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Dated: 5/12/16

JAN LYNN OWEN
Commissioner of Business Oversight

By: _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: 5/12/16

JULIE EUGENE KIM

By: _____
JULIA EUGENE KIM

APPROVED AS TO FORM:

MARY E. WORK, APC

By _____
MARY E. WORK, ESQ.
Attorney for Julia Eugene Kim

Commissioner of Business Oversight

By _____
JOHNNY VUONG
Senior Counsel