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6 Attorneys for Complainant

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

11	In the Matter of the Accusation of THE	)	OAH No. 2013110653
12	COMMISSIONER OF BUSINESS	)	
13	OVERSIGHT,	)	File No.: 963-2549
14	Complainant,	)	SETTLEMENT AGREEMENT WITH
15	vs.	)	DANIEL J. CRENSHAW
16	EFFICIENT SERVICES ESCROW GROUP,	)	
17	ROBERT C. CRENSHAW, and DANIEL J.	)	
18	CRENSHAW,	)	
19	Respondent.	)	

20 This Settlement Agreement is entered into between Respondent Daniel J. Crenshaw (“D.  
21 Crenshaw”) and Complainant the Commissioner of Business Oversight ("Commissioner"), and is  
22 made with respect to the following facts:

23 **RECITALS**

24 A. On September 25, 2013, the Commissioner issued a Notice of Intention to Issue  
25 Order to Revoke Escrow Agent’s License and To Issue Orders Pursuant to Section 17423 (Bar from  
26 Employment, Management or Control of an Escrow Agent), Accusation and accompanying  
27 documents dated September 25, 2013 against Efficient Services Escrow Group (“Efficient”),  
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1 Robert C. Crenshaw (“R. Crenshaw”) and Daniel J. Crenshaw (“D. Crenshaw”). On October 15,  
2 2013, D. Crenshaw filed a Notice of Defense with the Commissioner acknowledging receipt of the  
3 above-described documents and requesting a hearing in the above-referenced matter. The matter is  
4 currently scheduled to be heard on March 24 and 25, 2014 before the Office of Administrative  
5 Hearings at 320 W. 4<sup>th</sup> Street, Suite 620, Los Angeles, California 90013.

6 B. The Accusation alleges, among other things, that D. Crenshaw was at all times  
7 relevant the acting chief financial officer of Efficient. Efficient is an escrow agent licensed by the  
8 Commissioner pursuant to the Escrow Law of the State of California (California Financial Code  
9 Section 17000 et seq.). Efficient had its principal place of business located at 19671 Beach  
10 Boulevard, Suite 215, Huntington Beach, California 92648. However, the actual licensed location of  
11 Efficient was 19671 Beach Boulevard, Suite 207, Huntington Beach, California 92648.

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

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

16 **TERMS AND CONDITIONS**

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

19 2. D. Crenshaw, without admitting or denying any of the allegations contained in the  
20 Accusation described in paragraph B above, hereby agrees to the issuance by the Commissioner of  
21 an order barring D. Crenshaw from any position of employment, management or control of an  
22 escrow agent. The bar order shall become effective upon execution of this Settlement Agreement.  
23 A copy of the bar order is attached and incorporated as Exhibit A.

24 3. D. Crenshaw acknowledges his right to an administrative hearing under Financial  
25 Code section 17423 in connection with the bar and hereby waives that right to a hearing, and to any  
26 reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the  
27 California Administrative Procedure Act, the California Code of Civil Procedure, or any other  
28 provision of law in connection with this matter herein.

1           4.       This Settlement Agreement does not create any private rights or remedies against the  
2 Respondents, create any liability for the Respondents or limit defenses of Respondents for any  
3 person or entity not a party to this Settlement Agreement.

4           5.       This Settlement Agreement shall in no way constitute a waiver of D. Crenshaw’s  
5 right to petition for reinstatement or seek a reduction of penalty pursuant to California Government  
6 Code Section 11522 after one year from the date of this Settlement Agreement. D. Crenshaw,  
7 however, acknowledges that he bears the burden of establishing rehabilitation and fitness to be  
8 employed by, or to manage or control an escrow agent in any petition for reinstatement or penalty  
9 reduction he may file with the Commissioner, and that the Commissioner, by this Settlement  
10 Agreement, in no way assures reinstatement or a penalty reduction after one year or at any time in  
11 the future.

12           6.       The Commissioner shall cause this Agreement to be filed with the Office of  
13 Administrative Hearings within five business days of the execution and delivery hereof, but no later  
14 than March 21, 2014.

15           7.       The parties hereby acknowledge and agree that this Settlement Agreement is intended  
16 to constitute a full, final and complete resolution of this matter. The parties further acknowledge and  
17 agree that nothing contained in this Settlement Agreement shall operate to limit the Commissioner’s  
18 ability to assist any other agency, (county, state or federal) with any prosecution, administrative,  
19 civil or criminal, brought by any such agency against D. Crenshaw or any other person based upon  
20 any of the activities alleged in this matter or otherwise.

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

24           9.       Each of the parties represents, warrants, and agrees that in executing this Settlement  
25 Agreement it has relied solely on the statements set forth herein and the advice of its own counsel  
26 and/or representative. Each of the parties further represents, warrants, and agrees that in executing  
27 this Settlement Agreement it has placed no reliance on any statement, representation, or promise of  
28 any other party, or any other person or entity not expressly set forth herein, or upon the failure of any

1 party or any other person or entity to make any statement, representation or disclosure of anything  
2 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in  
3 any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the  
4 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this  
5 Settlement Agreement.

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

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

19 12. This Settlement Agreement shall not become effective until signed by all parties and  
20 delivered by all parties.

21 13. This Settlement Agreement may be executed in one or more counterparts, each of  
22 which shall be an original but all of which, together, shall be deemed to constitute a single  
23 document. This Settlement Agreement may be executed by facsimile signature, and any such  
24 facsimile signature by any party hereto shall be deemed to be an original signature and shall be  
25 binding on such party to the same extent as if such facsimile signature were an original signature.

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

Dated: 3/17/14

JAN LYNN OWEN  
California Corporations Commissioner

By \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner

Dated: 3/17/14

By \_\_\_\_\_  
DANIEL J. CRENSHAW, an individual