

1 PRESTON DUFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Deputy Commissioner
3 UCHE L. ENENWALI (BAR NO. 235832)
Senior Corporations Counsel
4 320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
5 Telephone: (213) 576-7586 Fax: (213) 576-7181

6 Attorneys for Complainant

7 BEFORE THE DEPARTMENT OF CORPORATIONS
8 OF THE STATE OF CALIFORNIA

9	In the Matter of the Accusation of THE)	Agency File No.: 963-2025
10	CALIFORNIA CORPORATIONS)	
11	COMMISSIONER,)	OAH File No.: L-2010010753
12)	
13	Complainant,)	SETTLEMENT AGREEMENT
14)	
15	vs.)	
16	NAOMI ESTRADA, also known as NOEMI)	
17	ESTRADA,)	
18)	
19	Respondent.)	

20 This Settlement Agreement is entered into between Naomi E. Estrada also known as Noemi
21 Estrada (“N. Estrada”) and the California Corporations Commissioner ("Commissioner"), and is
22 made with respect to the following facts:

23 **RECITALS**

24 A. N. Estrada was, at all times relevant herein, employed at Escrow of the West as an
25 assistant/junior escrow officer/freelancer from about November 2, 2009 to about January 2010.
26 B. Escrow of the West is an escrow agent licensed by the Commissioner pursuant to the
27 Escrow Law of the State of California (California Financial Code §§17000 et seq.)¹. Escrow of the
28 West has its principal place of business located at 9440 Santa Monica Boulevard, Suite 310, Beverly

¹ All further references are to the California Financial Code unless otherwise indicated.

1 Hills, California 90210.

2 C. On January 4, 2010, the Commissioner served upon N. Estrada, a Notice of Intention
3 to Issue Order Pursuant to Section 17423 Barring N. Estrada from Employment, Management or
4 Control of an Escrow Agent, Accusation and accompanying documents dated December 29, 2009.
5 N. Estrada has filed a Notice of Defense with the Commissioner in the above-referenced matter. The
6 matter is currently set for hearing on October 18, 2010, and continuing through October 21, 2010, as
7 necessary, at the Office of Administrative Hearings, located at 320 West Fourth Street, Suite 630,
8 Los Angeles, California.

9 D. It is the intention and desire of the parties to resolve this matter without the necessity
10 of a hearing and/or other litigation, including, the claims and defenses of the parties in the
11 Accusations filed April 30, 2007 and December 29, 2009, along with the associated Notices of
12 Intention to Issue Order Pursuant to Section 17423 Barring N. Estrada from Employment,
13 Management or Control of an Escrow Agent and accompanying documents.

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

24 3. Upon the expiration of the five year bar, N. Estrada shall be entitled to undertake any
25 position of employment, management or control of any escrow agent, provided she has, at all
26 relevant times, fully complied with this Settlement Agreement and with any other provision of the
27 law in connection with this matter.

28 4. N. Estrada acknowledges her right to an administrative hearing under Financial Code

1 section 17423 in connection with the bar and hereby waives her right to a hearing, and to any
2 reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the
3 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
4 provision of law in connection with this matter herein.

5 5. The parties hereby acknowledge and agree that this Settlement Agreement is intended
6 to constitute a full, final and complete resolution of this matter. The parties further acknowledge and
7 agree that nothing contained in this Settlement Agreement shall operate to limit the Commissioner's
8 ability to assist any other agency, (county, state or federal) with any prosecution, administrative,
9 civil or criminal, brought by any such agency against N. Estrada based upon any of the activities
10 alleged in this matter or otherwise. The Commissioner is currently, not aware of any such action
11 described herein filed against N. Estrada by any state, county or federal agency.

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

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

25 8. This Settlement Agreement is the final written expression and the complete and
26 exclusive statement of all the agreements, conditions, promises, representations, and covenants
27 between the parties with respect to the subject matter hereof, and supercedes all prior or
28 contemporaneous agreements, negotiations, representations, understandings, and discussions

1 between and among the parties, their respective representatives, and any other person or entity, with
2 respect to the subject matter covered hereby.

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

10 10. This Settlement Agreement may be executed in one or more counterparts, each of
11 which shall be an original but all of which, together, shall be deemed to constitute a single
12 document.

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

15
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1 IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on
2 the dates set forth opposite their respective signatures.

3 **SIGNED AND AGREED TO:**

4 Dated: September 28, 2010 PRESTON DUFAUCHARD
5 California Corporations Commissioner

6
7 By: _____
8 ALAN S. WEINGER
9 Deputy Commissioner

10 Dated: September 27, 2010 By: _____
11 NAOMI E. ESTRADA, an individual

12
13
14
15
16 APPROVED AS TO FORM:

17
18 By: _____
19 ROSE POTHIER, Esq.
20 POTHIER & ASSOCIATES
21 Counsel for Respondent.

22 PRESTON DUFAUCHARD
23 California Corporations Commissioner

24
25 By: _____
26 UCHE L. ENENWALI
27 Senior Corporations Counsel
28 Enforcement Division
Counsel for Complainant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A