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8
9 BEFORE THE DEPARTMENT OF CORPORATIONS
10 OF THE STATE OF CALIFORNIA

11 In the Matter of THE CALIFORNIA) OAH Case No.: 2011030530
12 CORPORATIONS COMMISSIONER,)
13 Complainant,) **SECOND AMENDMENT TO**
14 vs.) **STIPULATION AND AGREEMENT**
15) **DATED FEBRUARY 21, 2012**
16 Garlic Jim’s Franchise International, Inc. and)
Dwayne Northrop,)
17 Respondents.)
18)
19)

20 THIS SECOND AMENDMENT TO STIPULATION AND AGREEMENT DATED
21 FEBRUARY 21, 2012 is made and entered into as of the 5th day of December, 2012 by and between
22 RESPONDENTS GARLIC JIM’S FRANCHISE INTERNATIONAL, INC. (“GARLIC JIM’S”)
23 AND DWAYNE NORTHROP (“NORTHROP”), AND COMPLAINANT JAN LYNN OWEN,
24 COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA
25 (“COMMISSIONER”).

26 **RECITALS**

27 A. Garlic Jim’s and the Commissioner are parties to a Stipulation and Agreement dated
28 February 21, 2012.

1 g) The seventh installment payment of four thousand three hundred and seventy-five
2 dollars (\$4,375) shall be due on or before June 28, 2013.

3 h) The eighth and final installment payment of four thousand three hundred and seventy-
4 five dollars (\$4,375) shall be due on or before July 28, 2013.

5 The Citation Payment shall be paid by cashier's check to the order of the "California
6 Department of Corporations" and must be sent via overnight mail delivery to: Joanne Ross,
7 Corporations Counsel, Department of Corporations, Enforcement Division, 1515 K Street, Suite 200,
8 Sacramento, California 95814. Payments shall be deemed to be timely made if received on or before
9 the due date set forth in this paragraph.

10 3. No Other Modification. Except as expressly modified or amended herein, all provisions of the
11 Stipulation and Agreement dated February 21, 2012 Agreement shall remain in full force and effect
12 and continue to govern the parties thereto.

13 4. Counterparts. This Second Amendment may be executed in any number of counterparts by the
14 Parties and when each party has signed and delivered at least one such counterpart to the other party,
15 each counterpart shall be deemed an original and taken together shall constitute one and the same
16 Agreement.

17 5. Modifications and Qualified Integration. No amendment, change or modification of this Second
18 Amendment shall be valid or binding to any extent unless it is in writing and signed by all of the
19 Parties affected by it.

20 6. Headings and Governing Law. The headings to the paragraphs of this Second Amendment are
21 inserted for convenience only and will not be deemed a part hereof or affect the construction or
22 interpretation of the provisions hereof. This Second Amendment shall be construed and enforced in
23 accordance with and governed by California law.

24
25 **SIGNATURES ON NEXT PAGE**

26 **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

1 IN WITNESS WHEREOF, the Parties hereto have approved and executed this Second
2 Amendment to Stipulation and Agreement dated February 21, 2012 on the dates set forth opposite
3 their respective signatures.

4
5 Dated: 12/10/12

JAN LYNN OWEN
California Corporations Commissioner

6
7 By: _____
8 MARY ANN SMITH
9 Deputy Commissioner
10 Enforcement Division

11 GARLIC JIM'S FRANCHISE INTERNATIONAL, INC.

12
13 Dated: 12/6/12

14 By: _____
15 DWAYNE NORTHROP
16 President and Chief Executive Officer

17 Dated: 12/6/12

18 _____
19 DWAYNE NORTHROP, as an Individual

20 Dated: 12/6/12

21 Approved as to form by: _____
22 ANDREW P. BLEIMAN, ESQ.
23 MARKS & KLEIN
24 Attorneys for Respondents
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27
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