

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Deputy Commissioner
3 JUDY L. HARTLEY (CA BAR NO. 110628)
Senior Corporations Counsel
4 Department of Corporations
320 West 4th Street, Ste. 750
5 Los Angeles, California 90013-2344
Telephone: (213) 576-7604 Fax: (213) 576-7181
6 Attorneys for Complainant

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

10
11 In the Matter of the Accusation THE) OAH NO. L-2010050029
CALIFORNIA CORPORATIONS)
12 COMMISSIONER,) File No.: 963-2099
13)
Complainant,) SETTLEMENT AGREEMENT
14)
15 vs.)
16)
17 ANTHONY J. GUIFFRE,)
18 Respondent.)
19)

20 This Settlement Agreement is entered into between Anthony J. Guiffre (“Guiffre”) and the
21 California Corporations Commissioner ("Commissioner"), and is made with respect to the following
22 facts:

23 **RECITALS**

24 A. Guiffre was at all times relevant to the underlying action, the escrow manager of
25 LGM Escrow Services, Inc. ("LGM"), an escrow agent licensed by the Commissioner pursuant to
26 the Escrow Law of the State of California (California Financial Code Section 17000 et seq.). LGM
27 had its principal place of business located at 450 N. Brand Boulevard, Suite 950, Glendale,
28 California 91203.

1 ability to assist any other agency, (county, state or federal) with any prosecution, administrative,
2 civil or criminal, brought by any such agency against Guiffre based upon any of the activities alleged
3 in this matter or otherwise.

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

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

17 8. This Settlement Agreement is the final written expression and the complete and
18 exclusive statement of all the agreements, conditions, promises, representations, and covenants
19 between the parties with respect to the subject matter hereof, and supersedes all prior or
20 contemporaneous agreements, negotiations, representations, understandings, and discussions
21 between and among the parties, their respective representatives, and any other person or entity, with
22 respect to the subject matter covered hereby.

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

1 uncertainty to exist.

2 10. This Settlement Agreement may be executed in one or more counterparts, each of
3 which shall be an original but all of which, together, shall be deemed to constitute a single
4 document. This Settlement Agreement may be executed by facsimile signature, and any such
5 facsimile signature by any party hereto shall be deemed to be an original signature and shall be
6 binding on such party to the same extent as if such facsimile signature were an original signature.

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

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10 Dated: 6/15/10

PRESTON DuFAUCHARD
California Corporations Commissioner

11 By _____
12 ALAN S. WEINGER
13 Deputy Commissioner

14 Dated: 6/10/10

15 By _____
16 ANTHONY J. GUIFFRE, an individual

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