PRESTON DuFAUCHARD
California Corporations Commissioner
ALAN S. WEINGER
Deputy Commissioner
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Attorneys for Complainant

BEFORE THE DEPARTMENT OF CORPORATIONS

OF THE STATE OF CALIFORNIA

In the Matter of the Accusation of THE CALIFORNIA CORPORATIONS COMMISSIONER, Complainant, vs. MARTHA A. HERNANDEZ RABADAN aka MARTHA A. HERNANDEZ, Respondent.	OAH No. 2011071017 File No.: 963-2638 SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between respondent Martha A. Hernandez Rabadan aka Martha A. Hernandez ("Hernandez") and complainant the California Corporations Commissioner ("Commissioner") and is made with respect to the following facts:

RECITALS

A. Hernandez was during the time relevant in the Accusation described in Paragraph B below ("Accusation"), an escrow officer at New Millennium Escrow, Inc., an escrow agent licensed by the Commissioner pursuant to the Escrow Law of the State of California (California Financial Code Section 17000 et seq.) (the "Escrow Law). At the time of this action, Hernandez was the proposed manager for Greater L.A. Escrow Inc, an escrow agent license applicant with the Commissioner under the Escrow Law.

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B. On July 15, 2011, Hernandez was personally served with a Notice of Intention to Issue an Order Pursuant to Section 17423 (Bar from Employment, Management or Control of an Escrow Agent), Accusation and accompanying documents issued by the Commissioner on July 6, 2011. Hernandez filed a Notice of Defense with the Commissioner. A two-day hearing regarding this dispute is currently scheduled to commence on August 23, 2011.

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

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

TERMS AND CONDITIONS

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

2. Hernandez, without admitting or denying any of the allegations contained in the Accusation described in paragraph B above, hereby agrees to the issuance by the Commissioner of an order suspending Hernandez from any position of employment, management or control of an escrow agent subject to the provisions of the Escrow Law for a period of one year. The suspension order shall become effective upon execution of this Settlement Agreement. A copy of the suspension order is attached and incorporated herein as Exhibit A.

3. Hernandez acknowledges her right to an administrative hearing under Financial Code section 17423 in connection with the suspension and hereby waives her right to such a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection with this matter herein.

4. Hernandez further agrees that if it is found, after a hearing to be held before an administrative law judge in accordance with the Administrative Procedure Act, California Government Code Sections 11500 et seq., that she has, at any time during the four-year period following the completion of her suspension, violated any of the statutes and/or rules set forth in the

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Accusation or any similar statues or regulations of the state of California, another state, or any agency of the federal government, the Commissioner may immediately issue an Order barring Hernandez from any position of employment, management or control of any escrow agent subject to the provisions of the Escrow Law

5. Hernandez hereby waives her right to any reconsideration, appeal or other right to review any finding by the Commissioner pursuant to Paragraph 4 above, which may be afforded pursuant to the Escrow Law, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection therewith.

6. The Parties hereby agree that Paragraph 4 above is not intended to limit the remedies available to the Commissioner in pursuing future violations, if any, nor the time period for which any remedy available to the Commissioner under the Escrow Law may be sought and employed.

7. Hernandez additionally agrees that she shall not undertake any position as an escrow manager, corporate officer, director, trustee or stockholder with any escrow agent licensed by the Commissioner, or act in any such capacity, and/or apply for any such position, whether such application be with the Commissioner or an escrow agent licensed by the Commissioner or seeking licensure with the Commissioner, for a period of four years following the completion of her suspension.

8. Hernandez agrees that if the Commissioner finds that Hernandez has violated any of the provisions of Paragraph 7, the Commissioner may immediately issue an Order barring Hernandez from any position of employment, management or control of any escrow agent subject to the provisions of the Escrow Law.

9. Hernandez hereby waives her right to any reconsideration, appeal or other right to review of any finding by the Commissioner pursuant to Paragraph 8 above which may be afforded pursuant to the Escrow Law, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection therewith.

10. The Commissioner shall cause this Settlement Agreement to be filed with the Office of Administrative Hearings immediately upon its execution.

11. The parties hereby acknowledge and agree that this Settlement Agreement is intended

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to constitute and constitutes a full, final and complete resolution of this matter. The parties further acknowledge and agree that nothing contained in this Settlement Agreement shall operate to limit the Commissioner's ability to assist any other agency, (county, state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency against Hernandez based upon any of the activities alleged in this matter or otherwise.

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

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

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

15. In that the parties have had the opportunity to draft, review and edit the language of this Settlement Agreement, no presumption for or against any party arising out of drafting all or any part of this Settlement Agreement will be applied in any action relating to, connected, to, or involving this Settlement Agreement. Accordingly, the parties waive the benefit of California Civil

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Code section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

16. This Settlement Agreement shall not become effective until signed by all parties and delivered by all parties.

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

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

Dated: _____8/19/2011____

PRESTON DuFAUCHARD
California Corporations Commissioner

By_____
ALAN S. WEINGER
Deputy Commissioner

Dated: _____8/19/2011_____

By_____
MARTHA A. HERNANDEZ RABADAN
aka MARTHA A. HERNANDEZ, an individual

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