

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Deputy Commissioner
3 AFSANEH EGHBALDARI (CA BAR NO. 250107)
Corporations Counsel
4 Department of Corporations
1350 Front Street, Room 2034
5 San Diego, California 92101
Telephone: (619) 645-3166
6 Fax: (619) 525-4045

7 Attorneys for Complainant

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

11 THE CALIFORNIA CORPORATIONS)
COMMISSIONER,)

OAH No. 2011050875

12 Complainant,)

**STIPULATION TO ORDER BARRING KIM
ELAINE SIMPSON FROM ANY POSITION
OF EMPLOYMENT, MANAGEMENT OR
CONTROL OF ANY ESCROW AGENT**

14 v.)

15 KIM ELAINE SIMPSON,)

Date: August 2-3, 2011

16 Respondent.)

Time: 10:00 a.m

Place: 1350 Front Street, Rm. 3005
San Diego, CA 92101

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19 This Stipulation is entered into between Kim Elaine Simpson (“Simpson”) and the California
20 Corporations Commissioner ("Commissioner"), and is made with respect to the following facts:

21 **RECITALS**

22 A. Respondent Kim Elaine Simpson (“Simpson”) was, at all relevant times herein, an
23 escrow officer employed by Clear Escrow, Inc.

24 B. On May 17, 2011, Simpson was served with a Notice of Intention to Bar Kim Elaine
25 Simpson from Any Position of Employment, Management or Control of any Escrow Agent, the
26 Accusation and accompanying documents dated May 13, 2011. Simpson filed a Notice of Defense
27 with the Commissioner and a hearing before the Office of Administrative Hearings is currently
28 scheduled to commence on August 2, 2011.

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

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

5 **TERMS AND CONDITIONS**

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

8 2. Simpson, without admitting or denying the allegations contained in the Accusation,
9 seeks to resolve the concerns of the Commissioner by entering into this Stipulation regarding the
10 issuance of an order barring Simpson from any position of employment, management or control of
11 any escrow agent.

12 3. Simpson hereby agrees to the immediate issuance by the Commissioner of an Order
13 barring Simpson from any position of employment, management or control of any escrow agent. A
14 copy of said Order is attached and incorporated as Exhibit A.

15 4. Simpson hereby acknowledges her right to an administrative hearing under Financial
16 Code section 17423 in connection with the bar described in Paragraph 3 above and hereby waives her
17 right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant
18 to the Escrow Law, the California Administrative Procedure Act, the California Code of Civil
19 Procedure, or any other provision of law in connection with this matter herein.

20 5. Simpson enters into this Stipulation voluntarily and without any coercion, duress or
21 undue influence of any kind from any source, and acknowledges that no promises, threats, or
22 assurances have been made by the Commissioner or any officer, or agent thereof, about this
23 Stipulation.

24 6. The parties hereby acknowledge and agree that this Stipulation is intended to
25 constitute a full, final and complete resolution of this proceeding. The parties further acknowledge
26 and agree that nothing contained in this Stipulation shall operate to limit the Commissioner's ability
27 to assist any other agency, (county, state or federal) with any prosecution, administrative, civil or
28 criminal, brought by any such agency against Simpson based upon any of the activities alleged in this

1 matter or otherwise.

2 7. Each of the parties represents, warrants, and agrees that he or she has received
3 independent legal advice from his or her attorney with respect to the advisability of executing this
4 Stipulation. Each of the parties further represents, warrants, and agrees that in executing this
5 Stipulation he or she has placed no reliance on any statement, representation, or promise of any other
6 party, or any other person or entity not expressly set forth herein, or upon the failure of any party or
7 any other person or entity to make any statement, representation or disclosure of anything
8 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in
9 any way fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol
10 evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

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

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

23 10. This Stipulation may be executed in one or more counterparts, each of which shall be
24 an original but all of which, together, shall be deemed to constitute a single document.

25 11. Each signator hereto covenants that he or she possesses all necessary capacity and
26 authority to sign and enter into this Stipulation.

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