

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 WAYNE STRUMPFER
Deputy Commissioner
3 ALAN S. WEINGER (CA BAR NO. 86717)
Lead Corporations Counsel
4 JUDY L. HARTLEY (CA BAR NO. 110628)
Senior Corporations Counsel
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7 Attorneys for Petitioner
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN DIEGO

12 THE PEOPLE OF THE STATE OF)	Case No.
13 CALIFORNIA, BY AND THROUGH THE)	
14 CALIFORNIA CORPORATIONS)	STIPULATION TO ORDER APPOINTING
15 COMMISSIONER,)	LIMITED RECEIVER
16)	
17 Petitioner,)	Assigned To:
18)	
19 vs.)	Date:
20)	Time:
)	Dept:
21 WESTERN ESCROW SERVICES, a California)	No Trial Date
22 Corporation,)	Action filed
23)	
24 Respondent.)	
25)	
26)	
27)	
28)	

21 IT IS HEREBY STIPULATED AND AGREED between Petitioner The People of the State
22 of California, by and through Preston DuFauchard, the California Corporations Commissioner
23 ("Commissioner") and Respondent Western Escrow Services ("Western Escrow"), that:

24 1. Western Escrow admits jurisdiction of this Court over it and over the subject matter
25 of this action and enters a general appearance herein. Western Escrow acknowledges that entry of
26 said general appearance is equivalent to personal service of summons on it pursuant to California
27 Code of Civil Procedure Section 410.50.2. Western Escrow admits service of a copy of the petition
28 filed herein.

1 2. Western Escrow has read the petition, this Stipulation and proposed Order Appointing
2 Limited Receiver in the form attached hereto as Exhibit A.

3 3. Western Escrow without admitting any of the allegations set forth in the petition
4 voluntarily consents to the entry by this Court, without notice of further proceedings, of the
5 [Proposed] Order Appointing Limited Receiver attached hereto as Exhibit A.

6 4. Western Escrow hereby waives entry of findings of fact and conclusions of law under
7 Section 632 of the California Code of Civil Procedure.

8 5. Western Escrow waives all rights to seek judicial review or otherwise challenge or
9 contest the validity of this Stipulation and the proposed Order Appointing Limited Receiver in the
10 form attached as Exhibit A.

11 6. The parties stipulate and agree that if any paragraph, clause, or provision of this
12 Stipulation or of the Order Appointing Limited Receiver entered thereto, or the application thereof,
13 is held invalid or unenforceable, such decision shall affect only the paragraph, clause or provision so
14 construed or interpreted, and the invalidity shall not affect the provisions or the application of this
15 Stipulation, or of the Order Appointing Limited Receiver entered thereto, which can be given effect
16 without the invalid provisions or application, and to this end, the provisions of the Stipulation, and of
17 the Order Appointing Limited Receiver entered thereto, are declared by the parties to be severable.

18 7. Each of the parties represents, warrants, and agrees that it has received independent
19 advice from its attorney(s) and/or representatives with respect to the advisability of executing this
20 Stipulation.

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

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

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

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

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

19 Dated: 11/5/07 PRESTON DuFAUCHARD
20 California Corporations Commissioner

21 By _____
22 ALAN S. WEINGER
23 Lead Corporations Counsel

24 Dated: _____ WESTERN ESCROW SERVICES

25 By _____
26 NICHOLAS ANTONIADES, President
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APPROVED AS TO FORM:
LAW OFFICES OF GLENN M. FINCH

By _____
GLENN M. FINCH
Attorney for WESTERN ESCROW SERVICES

PRESTON DuFAUCHARD
California Corporations Commissioner

By _____
JUDY L. HARTLEY
Senior Corporations Counsel