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9
10 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
11 OF THE STATE OF CALIFORNIA

12 In the Matter of:

13 THE COMMISSIONER OF FINANCIAL
PROTECTION AND INNOVATION,

14 Complainant,

15 v.

16 YESSENIA BOCANEGRA, AKA YESSENIA
GONZALEZ, YESSENIA HERNANDEZ
17 GONZALEZ, AND YESSENIA GARCIA,

18 Respondent.

SETTLEMENT AGREEMENT

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20 Complainant, the Commissioner of Financial Protection and Innovation (Commissioner) as
21 head of the Department of Financial Protection and Innovation (Department), and Yessenia
22 Bocanegra, aka Yessenia Gonzalez, Yessenia Hernandez Gonzalez, and Yessenia Garcia
23 (Respondent) (Collectively, the Parties), enter into this Settlement Agreement with respect to the
24 following facts:

25 **I.**

26 **Recitals**

27 A. The Department through the Commissioner has jurisdiction over the licensing and
28 regulation of persons and entities engaged in the business of escrow agents pursuant to the Escrow

1 Law (Financial Code, section 17000, et seq.) (Escrow Law).

2 B. At all relevant times herein, Respondent was an escrow officer at Central California
3 Escrow Co. (CCE), a licensed escrow agent.

4 C. In November of 2022, the Department of Financial Protection and Innovation
5 (Department) commenced a special examination of CCE’s books and records (Examination). The
6 Examination revealed that Respondent violated the Escrow Law and regulations.

7 D. The Commissioner found that Respondent violated Financial Code section 17414 and
8 title 10 of the California Code of Regulations sections 1738, 1738.2, 1738.5 and 1741.3 by failing to
9 follow escrow instructions; knowingly or recklessly signing and submitting false information to the
10 Department of Alcoholic Beverage Control certifying that conditions were met to transfer liquor
11 licenses without receiving all funds in escrow; knowingly or recklessly disbursing of trust funds not
12 in accordance with escrow instructions, causing overpayment of rent proration to a buyer and
13 underpayment of rent proration to a seller; and preparing an incorrect final closing statement.

14 E. On July 11, 2025, the Commissioner issued a Notice of Intention to suspend
15 Respondent for a period of 12 months from any position of employment, management, or control any
16 escrow agent, pursuant to Financial Code section 17423.

17 F. On July 15, 2025, Respondent was served with the Accusation, Notice of Intention,
18 Statement to Respondent, Notice of Defense, and copies of Government Code sections 11507.5,
19 11507.6, and 11507.7 (collectively, Suspension Action).

20 G. Respondent timely filed a Notice of Defense.

21 H. It is the intention and desire of the Parties to resolve this Suspension Action without
22 the necessity of a hearing and/or other litigation.

23 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions
24 contained herein, the Parties agree as follows:

25 **II.**

26 **Terms**

27 1. **Purpose.** This Settlement Agreement resolves the issues before the Commissioner set
28 forth in paragraphs A through G above, in a manner that avoids the expense of a hearing and other

1 possible court proceedings, protects consumers, is in the public interest, and is consistent with the
2 purposes, policies, and provisions of the Escrow Law.

3 2. Waiver of Hearing Rights. Respondent hereby agrees that this Settlement Agreement
4 shall have the effect of withdrawing her request for an administrative hearing on the matters set forth
5 herein. Respondent acknowledges that the Commissioner is ready, willing, and able to proceed with
6 the administrative enforcement action described above in paragraphs A through G and the Suspension
7 Action. Respondent hereby waives the right to any hearings and to any reconsideration, appeal, or
8 other right to review which may be afforded by the Escrow Law, the California Administrative
9 Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection
10 with this matter herein. By waving such rights, Respondent effectively consents to this Settlement
11 Agreement becoming final.

12 3. Suspension Order. Pursuant to Financial Code Section 17423, Yessenia Bocanegra,
13 aka Yessenia Gonzalez, Yessenia Hernandez Gonzalez, and Yessenia Garcia, is hereby ordered to be
14 suspended from any position of employment, management or control of any escrow agent for a
15 period of 5 months. This Suspension Order is final and effective from the effective date of this
16 Settlement Agreement, as defined in paragraph 28 (Effective Date).

17 4. Investigative Costs. Yessenia Bocanegra, aka Yessenia Gonzalez, Yessenia Hernandez
18 Gonzalez, and Yessenia Garcia, is hereby ordered to pay the Commissioner investigative costs
19 (Costs) in the total amount of \$10,000.00.

20 5. Payment of Investigative Costs. Respondent shall pay the Costs in the amount of
21 \$10,000.00, described in paragraph 4 above, in five installment payments, in the following amounts
22 and on or before the following dates:

- 23 a. \$2,000.00 within 2 business days from the Effective Date of this Settlement
24 Agreement.
- 25 b. \$2,000.00 due no later than September 15, 2025.
- 26 c. \$2,000.00 due no later than October 15, 2025.
- 27 d. \$2,000.00 due no later than November 15, 2025.
- 28 e. \$2,000.00 due no later than December 15, 2025.

1 The payment of Costs shall be made payable in the form of a cashier's check or Automated
2 Clearing House deposit to the Department of Financial Protection and Innovation and transmitted to
3 the attention of Accounting – Litigation, at the Department of Financial Protection and Innovation,
4 651 Bannan Street, Suite 300 Sacramento, CA 95811. Notice of the payment shall be concurrently
5 sent to Affi Eghbaldari, by e-mail at: affi.eghbaldari@dfpi.ca.gov.

6 6. Escrow Education. Within 90 days of the Effective Date of this Settlement Agreement,
7 Respondent is hereby ordered to attend 8 hours of escrow compliance training in the area of Escrow
8 Law compliance (Training), offered by Escrow Law specialist instructor(s). The instructor(s) and
9 general format of this Training must be approved by the Commissioner. Within 95 days of the
10 Effective Date of this Settlement Agreement, Respondents shall submit proof and certificate of
11 compliance to Affi Eghbaldari, Senior Counsel, at: affi.eghbaldari@dfpi.ca.gov.

12 7. Monitoring Period. Respondent hereby agrees that, for a period of 12 months
13 immediately following the end of the Suspension Order, if the Department determines that
14 Respondent has violated the Escrow Law or any rules or regulations, the Commissioner may, in his
15 discretion, within 10 days' notice to Respondent and a reasonable opportunity for Respondent to
16 present evidence satisfactory to the Commissioner that no violation has occurred, summarily bar
17 Respondent from any position of employment, management, or control of any escrow agent.
18 Respondent hereby waives all hearing rights to contest the summary bar order initiated pursuant to
19 this provision, which may be afforded under the Escrow Law, the California Administrative
20 Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection
21 with these matters.

22 8. Representations. Respondent hereby represents and warrants that she has not engaged
23 in any escrow processing activities, including disbursing any trust funds in any escrow agent's
24 possession, custody or control, and the financial institution holding trust funds since being served
25 with the Suspension Action on July 16, 2025.

26 9. Non-Dischargeable. Respondent further agrees that the Costs, described in this
27 Settlement Agreement are non-dischargeable under United States Code, title 11, section 523(a)(7),
28 which provides an exception from discharge for any debt to the extent such debt is for a fine, penalty,

1 or forfeiture payable to and for the benefit of a governmental unit.

2 10. Full and Final Settlement. The parties hereby acknowledge and agree that this
3 Settlement Agreement is intended to constitute a full, final, and complete resolution of the violations
4 described herein, and that no further proceedings or actions will be brought by the Commissioner in
5 connection with these matters except under Escrow Law or any other provision of law, excepting
6 therefrom any proceeding to enforce compliance with the terms of this Settlement Agreement.

7 11. Failure to Comply with Settlement Agreement. Respondent agrees that failure to
8 comply with the terms of this Settlement Agreement, including paragraphs 3–9, authorizes the
9 Commissioner, in addition to all other available remedies he may invoke under the Escrow Law:
10 (1) to summarily bar Respondent from any position of employment, management, or control of any
11 escrow agent; (2) to summarily deny any pending or future license applications of Respondent or
12 license applications filed by Respondent; and (3) to initiate cost recovery action(s) to recover any
13 unpaid payments. Respondent waives any notice and hearing rights to contest such summary orders
14 which may be afforded under the Escrow Law, the California Administrative Procedure Act, the
15 California Code of Civil Procedure, or any other provision of law in connection therewith.
16 Respondent also waives procedural objections regarding jurisdiction, venue, or service. Respondent
17 further agrees that the remaining unpaid balance of the Costs shall become immediately due and
18 payable, plus interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per
19 annum, compounded daily from the date of breach, on the remaining unpaid total.

20 12. Information Willfully Withheld or Misrepresented. Notwithstanding paragraph 17
21 below, this Settlement Agreement may be revoked, and the Commissioner may pursue any and all
22 remedies available under law against Respondent if the Commissioner discovers that Respondent
23 knowingly or willfully withheld or misrepresented material information.

24 13. Future Actions by Commissioner. If Respondent fails to comply with any terms of the
25 Settlement Agreement, the Commissioner may institute proceedings for any and all violations
26 otherwise resolved under this Settlement Agreement. The Commissioner reserves the right to bring
27 any future actions against the Respondent for any and all unknown violations of the Escrow Law.

28 14. Assisting Other Agencies. Nothing in this Settlement Agreement limits the

1 Commissioner’s ability to assist a government agency (whether city, county, state, federal, or
2 otherwise) or self-regulatory organization with any administrative, civil, or criminal action brought
3 by that agency or organization based upon any of the activities alleged in this matter or otherwise.

4 15. Headings. The headings to the paragraphs of this Settlement Agreement are inserted
5 for convenience only and will not be deemed a part hereof or affect the construction or interpretation
6 of the provisions hereof.

7 16. Binding. This Settlement Agreement is binding on all heirs, assigns, and/or successors
8 in interest.

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

19 18. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
20 the Settlement Agreement will be valid or binding unless it is in writing and signed by each of the
21 parties. The waiver of any provision of this Settlement Agreement will not be deemed a waiver of
22 any other provision. No waiver by either party of any breach of, or compliance with, any condition or
23 provision of this Agreement by the other party will be considered a waiver of any other condition or
24 provision or of the same condition or provision at another time.

25 19. Full Integration. This Settlement Agreement is the final written expression and the
26 complete and exclusive statement of all the agreements, conditions, promises, representations, and
27 covenant between the parties with respect to the subject matter hereof, and supersedes all prior or
28 contemporaneous agreements, negotiations, representations, understandings, and discussions between

1 and among the parties, their respective representatives, and any other person or entity, with respect to
2 the subject matter covered hereby.

3 20. Governing Law. This Settlement Agreement will be governed by and construed in
4 accordance with California law. Each of the parties hereto consents to the jurisdiction of the Superior
5 Court of California for the County of San Diego, and hereby irrevocably waives, to the fullest extent
6 permitted by law, the defense of an inconvenient forum to the maintenance of an action or proceeding
7 in such court relating to this Settlement Agreement.

8 21. Effect Upon Future Proceedings. If Respondent applies for any license, permit,
9 qualification, or registration under the Commissioner's current or future jurisdiction, or are the
10 subject of any future action by the Commissioner to enforce this Settlement Agreement, then the
11 subject matter hereof shall be admitted for the purpose of such application(s) or enforcement
12 proceeding(s).

13 22. Voluntary Agreement. Respondent enters into this Settlement Agreement voluntarily
14 and without coercion and acknowledge that no promises, threats, or assurances have been made by
15 the Commissioner or any offer, or agent thereof, about this Settlement Agreement. The Parties each
16 represent and acknowledge that he, she, or it is executing this Settlement Agreement completely
17 voluntarily and without any duress or undue influence of any kind from any source.

18 23. Independent Legal Advice. Each of the parties represents, warrants, and agrees that in
19 executing this Settlement Agreement it has relied solely on the statements set forth herein and on the
20 advice of its attorney(s) and/or representative(s).

21 24. Notice. Any notice required under this Settlement Agreement shall be provided to
22 each party at the following addresses:

23 If to Respondent to: Yessenia Bocanegra, aka Yessenia Gonzalez, Yessenia
24 Hernandez Gonzalez, and Yessenia Garcia
yessie752002@yahoo.com

25 If to the Commissioner, to: Affi Eghbaldari, Senior Counsel
26 Enforcement Division
27 Department of Financial Protection and Innovation
28 1455 Frazee Road, Suite 315
San Diego, California 92108

1 25. Counterparts. This Settlement Agreement may be executed in one or more separate
2 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall
3 together constitute a single document.

4 26. Signatures. A fax or electronic mail signature shall be deemed the same as an original
5 signature.

6 27. Public Record. Respondent hereby acknowledges that this Settlement Agreement is
7 and will be a matter of public record.

8 28. Effective Date. This Settlement Agreement shall become final and effective when
9 signed by all parties and delivered by the Commissioner’s agent via e-mail to Respondent at
10 yessie752002@yahoo.com.

11 29. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary
12 capacity and authority to sign and enter into this Settlement Agreement and undertake the obligations
13 set forth herein.

14 IN WITNESS WHEREOF, the parties hereto have approved and executed the Settlement
15 Agreement on the dates set forth opposite their respective signatures.

16 Dated: August 7, 2025

KHALIL MOHSENI
Commissioner of Financial Protection and Innovation



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18
19 By: _____
20 MARY ANN SMITH
21 Deputy Commissioner
22 Enforcement Division

23 YESSENIA BOCANEGRA, aka YESSENIA GONZALEZ,
24 YESSENIA HERNANDEZ GONZALEZ, AND
25 YESSENIA GARCIA

26 Dated: August 7, 2025

27 By: _____
28 YESSENIA BOCANEGRA, aka YESSENIA GONZALEZ,
YESSENIA HERNANDEZ GONZALEZ, AND
YESSENIA GARCIA