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

<p>12 In the Matter of:</p> <p>13 THE COMMISSIONER OF FINANCIAL 14 PROTECTION AND INNOVATION, 15 Complainant, 16 v. 17 BUILDZIG FUNDS CONTROL 18 CORPORATION, 19 Respondent.</p>	<p>OAH Case No.: 2025100471</p> <p>ESCROW LICENSE NO.: 96DBO-50315</p> <p>SETTLEMENT AGREEMENT</p> <p>PHC/MSC Date: April 24, 2026</p> <p>PHC/MSC Time: 1:00 p.m. PST</p> <p>Hearing Date: June 8-11, 2026</p> <p>Hearing Time: 9:00 a.m. PST</p> <p>Location: Videoconference</p>
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21 Complainant, the Commissioner of Financial Protection and Innovation (Commissioner) as
22 head of the Department of Financial Protection and Innovation (Department), and BuildZig Funds
23 Control Corporation (Respondent) (Collectively, the Parties), enter into this Settlement Agreement
24 with respect to the 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 a joint control escrow agent licensed by
3 the Commissioner under the Escrow Law.

4 C. Carlos Plazola and Laura Blair are the officers and control persons of Respondent and
5 are duly authorized to enter into and execute this Settlement Agreement on behalf of Respondent and
6 to bind Respondent to all terms contained herein.

7 D. The Department commenced an examination of Respondent’s books and records in
8 2020, which revealed multiple violations of the Escrow Law and regulations, including, but not
9 limited to, unauthorized trust-fund transfers that created trust shortages, failure to report and maintain
10 required records, failure to submit mandated reports, failure to pay the examination bill in the amount
11 of \$40,280.00, failure to pay the special assessment in the amount of \$1,000.00, improper handling of
12 trust-account transactions, and failure to maintain adequate bonding.

13 E. The Commissioner found that Respondent violated Financial Code sections 17414,
14 17405, 17601, 17406, 17405.1, 17207, 17202, and title 10 of the California Code of Regulations
15 sections 1732, 1732.2, 1737.3, 1738, 1738.1, and 1738.2.

16 F. On June 30, 2025, the Commissioner issued his Accusation to revoke Respondent’s
17 license pursuant to Financial Code section 17602.5 and 17608 and issued an Order Imposing
18 Penalties against Respondent pursuant to Financial Code section 17408.

19 G. On July 1, 2025, Respondent was served with the Order Imposing Penalties,
20 Accusation, Notice of Intention, Statement to Respondent, Notice of Defense, and copies of
21 Government Code sections 11507.5, 11507.6, and 11507.7 (collectively, Actions).

22 H. Respondent timely filed a Notice of Defense.

23 I. Respondent, without admitting or denying any of the findings, agrees to enter into this
24 Settlement Agreement to resolve this matter without the necessity of a hearing or litigation.

25 J. It is the intention and desire of the Parties to resolve the Actions without the necessity
26 of a hearing and/or other litigation.

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

1 **II.**

2 **Terms**

3 1. **Purpose.** This Settlement Agreement resolves the issues before the Commissioner set
4 forth in paragraphs A through J above, in a manner that avoids the expense of a hearing and other
5 possible court proceedings, protects consumers, is in the public interest, and is consistent with the
6 purposes, policies, and provisions of the Escrow Law.

7 2. **Examination Bill.** Respondent shall pay the outstanding examination bill in the total
8 amount of \$40,280.00.

9 3. **Administrative Penalties.** Respondent shall pay the administrative penalty amount of
10 \$5,000.00.

11 4. **Payment of Examination Bill and Administrative Penalties.** Respondent shall pay the
12 Examination Bill and Administrative Penalties, described in paragraphs 2 and 3 above, in the total
13 amount of \$45,280.00 in five (5) installments in the following amounts and on or before the
14 following dates:

- 15 a. \$5,000.00 due prior to or concurrent with the Respondent’s execution of this
- 16 Settlement Agreement;
- 17 b. \$5,000.00 due no later than April 15, 2026;
- 18 c. \$13,000.00 due no later than June 1, 2026;
- 19 d. \$13,000.00 due no later than September 1, 2026; and
- 20 e. \$9,280.00 due no later than December 1, 2026.

21 The payments shall be made payable in the form of a cashier’s check or Automated Clearing House
22 deposit to the Department of Financial Protection and Innovation and transmitted to the attention of
23 Accounting – Litigation, at the Department of Financial Protection and Innovation, 651 Bannan
24 Street, Suite 300 Sacramento, California 95811. Notice of the payment shall be concurrently sent to
25 Affi Eghbaldari, by e-mail at: affi.eghbaldari@dfpi.ca.gov.

26 5. **Surety Bond.** Respondent shall maintain continuously, without lapse, cancellation,
27 reduction, or replacement by a non-equivalent bond, the surety bond required under the Escrow Law
28 in the same form and amount currently on file with the Commissioner until all amounts due under

1 this Settlement Agreement are paid in full and satisfied.

2 6. Waiver of Hearing Rights. Respondent hereby agrees to withdraw its request for an
3 administrative hearing on the Actions. Respondent acknowledges that the Commissioner is ready,
4 willing, and able to proceed with the administrative enforcement action described above in paragraphs
5 A through I and the Actions. Respondent hereby waives the right to any hearings and to any
6 reconsideration, appeal, or other right to review which may be afforded by the Escrow Law, the
7 California Administrative Procedure Act (APA), the California Code of Civil Procedure (CCP), or any
8 other provision of law in connection with this matter herein. By waving such rights, Respondent
9 effectively consents to this Settlement Agreement becoming final.

10 7. Release and Withdrawal of Claims Against Department. Respondent agrees to
11 withdraw the claim filed with the Department of General Services (DGS) on or about April 30, 2025.
12 Respondent releases and discharges the Commissioner, the Department, and all Department officers,
13 employees, agents, and representatives (RELEASED PARTIES) from any and all claims, demands,
14 liabilities, obligations, damages, penalties, costs, expenses, actions, and causes of action of every
15 kind and nature, whether known or unknown, suspected or unsuspected, fixed or contingent, in law or
16 in equity (herein CLAIMS), including but not limited to those asserted in the DGS April 2025 claim
17 relating to the examination or audit conducted by the Department. Respondent also releases and
18 discharges the RELEASED PARTIES from any and all CLAIMS arising from or related to the events
19 described in this Settlement Agreement. Finally, Carlos Plazola and Laura Blair, in their individual
20 capacity, release and discharge the RELEASED PARTIES from and all CLAIMS arising out of or
21 related to the events described in this Settlement Agreement; this release is effected by this
22 Settlement Agreement and by the Release of Liability attached hereto as Attachment A.

23 8. Discontinue Escrow Activities. Respondent and any person having in his or her
24 possession any escrow or joint control funds or trust funds of Respondent, shall discontinue
25 acceptance of any new escrow or joint control business, and of money, documents or other property
26 in connection therewith. This order is final and effective from the Effective Date of this Settlement
27 Agreement, as defined in paragraph 30 (Effective Date).

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1 9. License Surrender Date and Release Claims with Surety Bond. Respondent’s Joint
2 Control Escrow Agent’s license will not be surrendered and the Department’s claim against
3 Respondent’s surety bond will not be released until the Commissioner has received all the payments
4 set forth in paragraphs 2-4 above and tender of the license is accepted in writing by the
5 Commissioner.

6 10. Non-Dischargeable. Respondent further agrees that the payments, described in this
7 Settlement Agreement are non-dischargeable under United States Code, title 11, section 523(a)(7),
8 which provides an exception from discharge for any debt to the extent such debt is for a fine, penalty,
9 or forfeiture payable to and for the benefit of a governmental unit.

10 11. Full and Final Settlement. Subject to paragraphs 14 and 15, the Parties hereby
11 acknowledge and agree that this Settlement Agreement is intended to constitute a full, final, and
12 complete resolution of the violations described herein, and that no further proceedings or actions will
13 be brought by the Commissioner in connection with these matters except under Escrow Law or any
14 other provision of law, excepting therefrom any proceeding to enforce compliance with the terms of
15 this Settlement Agreement.

16 12. Failure to Comply with Settlement Agreement. Respondent agrees that failure to
17 comply with the terms of this Settlement Agreement, including paragraphs 2–8, authorizes the
18 Commissioner, in addition to all other available remedies he may invoke under the Escrow Law: (1)
19 to summarily revoke Respondent’s joint control escrow agent’s license; (2) to summarily deny any
20 pending or future license applications of Respondent filed with the Department; (3) to initiate cost
21 recovery action(s) to recover any unpaid payments; and (4) to collect any outstanding payments
22 through Respondent’s surety bond. Respondent waives any notice and hearing rights to contest such
23 summary orders and actions which may be afforded under the Escrow Law, the California
24 Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law
25 in connection therewith. Respondent further waives any right to contest, challenge or otherwise
26 dispute any bond claim filed by the Department against Respondent’s bond based on Respondent’s
27 breach of this Settlement Agreement. Respondent also waives procedural objections regarding
28 jurisdiction, venue, or service. Respondent further agrees that the remaining unpaid balance shall

1 become immediately due and payable, plus interest on the remaining unpaid balance shall thereafter
2 accrue at the rate of 12% per annum, compounded daily from the date of breach, on the remaining
3 unpaid total.

4 13. Opportunity to Cure. In the event Respondent fails to comply with the terms of this
5 Settlement Agreement (except for the Discontinue Escrow Activities order), Respondent will have 10
6 calendar days to cure such breach from the date written notice of the breach is emailed by the
7 Commissioner to Respondent (Notice) at the email address in Paragraph 27. Proof of cure,
8 satisfactory to the Commissioner, shall be sent via traceable method with a notice via email by
9 Respondent so that it is received within 15 days of the date of Notice to Affi Eghbaldari at
10 affi.eghbaldari@dfpi.ca.gov.

11 14. Information Willfully Withheld or Misrepresented. Notwithstanding paragraph 18
12 below, this Settlement Agreement may be revoked, and the Commissioner may pursue any and all
13 remedies available under the law against Respondent if the Commissioner discovers that Respondent
14 knowingly or willfully withheld or misrepresented material information.

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

19 16. Assisting Other Agencies. Nothing in this Settlement Agreement limits the
20 Commissioner's ability to assist a government agency (whether city, county, state, federal, or
21 otherwise) or self-regulatory organization with any administrative, civil, or criminal action brought
22 by that agency or organization based upon any of the activities alleged in this matter or otherwise.

23 17. Headings. The headings to the paragraphs of this Settlement Agreement are inserted
24 for convenience only and will not be deemed a part hereof or affect the construction or interpretation
25 of the provisions hereof.

26 18. Binding. This Settlement Agreement is binding on all heirs, assigns, and/or successors
27 in interest.

28 19. Reliance. Except as stated in paragraph 11 above, each of the parties represents,

1 warrants, and agrees that in executing this Settlement Agreement it has relied solely on the statements
2 set forth herein and the advice of its own counsel, if represented. Except as stated in paragraph 11
3 above, each of the parties further represents, warrants, and agrees that in executing this Settlement
4 Agreement it has placed no reliance on any statement, representation or promise of any other party,
5 or any other person or entity not expressly set forth herein, or upon the failure of any party or any
6 other person or entity to make any statement, representation or disclosure of anything whatsoever.

7 The parties have included this clause: (1) to preclude any claim that any party was in any way
8 fraudulently induced to execute this Settlement Agreement; and (2) to preclude the introduction of
9 parol evidence to vary, interpret, supplement, or contradict the terms of this Settlement Agreement.

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

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

22 22. Governing Law. This Settlement Agreement will be governed by and construed in
23 accordance with California law. Each of the parties hereto consents to the jurisdiction of the Superior
24 Court of California for the County of San Francisco, and hereby irrevocably waives, to the fullest
25 extent permitted by law, the defense of an inconvenient forum to the maintenance of an action or
26 proceeding in such court relating to this Settlement Agreement.

27 23. Effect Upon Future Proceedings. If Respondent applies for any license, permit,
28 qualification, or registration under the Commissioner's current or future jurisdiction, or are the

1 subject of any future action by the Commissioner to enforce this Settlement Agreement, then the
2 subject matter hereof shall be admitted for the purpose of such application(s) or enforcement
3 proceeding(s).

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

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

12 26. Counterparts. This Settlement Agreement may be executed in one or more separate
13 counterparts, each of which when so executed, shall be deemed an original. Such counterparts shall
14 together constitute a single document.

15 27. Notice. Any notice required under this Settlement Agreement shall be provided to
16 each party at the following addresses:

17 If to Respondent to: Jennifer Felten, Esq.
18 RELAW, APC
19 2535 Townsgate Road, Suite 207
20 Westlake Village, California 91361
21 jennifer@relawapc.com
22 BuildZig Funds Control Corporation
23 Laura Blair
24 3007 Telegraph Avenue
25 Oakland, California 946009
26 lblair@buildzig.com

27 If to the Commissioner, to: Affi Eghbaldari, Senior Counsel
28 Enforcement Division
Department of Financial Protection and Innovation
1455 Frazee Road, Suite 315
San Diego, California 92108
affi.eghbaldari@dfpi.ca.gov

1 28. Signatures. A fax or electronic mail signature shall be deemed the same as an original
2 signature.

3 29. Public Record. Respondent hereby acknowledges that this Settlement Agreement is
4 and will be a matter of public record.

5 30. Effective Date. This Settlement Agreement shall become final and effective when
6 signed by all parties and delivered by the Commissioner’s agent via e-mail to Respondent’s counsels
7 at jennifer@relawapc.com or tim@relawapc.com.

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1 31. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary
2 capacity and authority to sign and enter into this Settlement Agreement and undertake the obligations
3 set forth herein.

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

6 Dated: March 25, 2026

KHALIL MOHSENI
Commissioner of Financial Protection and Innovation



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8 By: _____
9 MARY ANN SMITH
10 Deputy Commissioner
11 Enforcement Division

14 Dated: March 25, 2026

By: _____
CARLOS PLAZOLA, as the owner and officer of, and on
15 behalf of BuildZig Funds Control Corporation

BUILDZIG FUNDS CONTROL CORPORATION

17 Dated: March 25, 2026

By: _____
LAURA BLAIR, as the owner and officer of, and on behalf of
18 BuildZig Funds Control Corporation

20 APPROVED AS TO FORM AND CONTENT

21 Dated: March 24, 2026

By: _____
22 JENNIFER FELTEN, ESQ.
23 TIMOTHY S. CAMARENA, ESQ.
24 RELAW, APC Counsels for Respondent