

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into as of June 12, 2008, by and between the Complainant, the California Corporations Commissioner (“Commissioner”), and Respondents, Michael A. Dillingham doing business as A-1 Check Cashing and Payday Cash Advance (File #100-0916) of Ukiah, Michael A. Dillingham doing business as A-1 Check Cashing and Payday Cash Advance, (File # 100-0917) of Willits, Michael A. Dillingham doing business as A-1 Check Cashing of Eureka, (File # 100-0917), and Michael A. Dillingham doing business as A-1 Check Cashing of Woodland, (File #100-2647) and Michael A. Dillingham doing business as A-1 Check Cashing of Yuba City, (File # 100-2648); (hereinafter collectively “the Parties”).

RECITALS

This Agreement is made with reference to the following facts:

A. Michael A. Dillingham operates a sole proprietorship and has five principal business offices that include the following: Michael A. Dillingham dba A-1 Check Cashing and Payday Cash Advance of Ukiah located at 117 A South Orchard Ave., Ukiah, CA 95482, Michael A. Dillingham dba A-1 Check Cashing and Payday Cash Advance of Willits located at 1726-H South Main St., Willits, CA 95490, Michael A. Dillingham dba A-1 Check Cashing of Eureka located at 3220 Broadway Unit A-9, Eureka, CA 95501, and Michael A. Dillingham dba A-1 Check Cashing of Woodland, located at 120 Main St. Suite D, Woodland, CA 95695, and Michael A. Dillingham dba A-1 Check Cashing, located at 1494 Bridge St. Suite A, Yuba City, CA 95993.

B. Michael A. Dillingham is now the only owner of Respondents and is authorized to enter into this Agreement on behalf of Respondents.

C. Respondents hold seven “CDDTL” licenses, (however this agreement relates to five of those seven licenses, File #100-0916, File # 100-0917, File #100-0918, File # 100-2647 and File # 100-2648) issued by the Commissioner under the California Deferred Deposit Transaction Law (“CDDTL”) pursuant to California Financial Code sections 23005, 23008 and 23009.

D. On January 22, 2008, the Commissioner issued to Respondents a Desist and Refrain Order, Citations and Order To Void Deferred Deposit Transactions to Respondents for violations of California Financial Code 23000 et seq., served to Respondents on January 24, 2008. The foregoing documents will hereinafter be referred to as “Administrative Actions”). Copies of the Administrative Actions are attached and incorporated herein as Exhibit 1.

E. It is the intention of the parties to resolve this matter without the necessity of an administrative hearing or other litigation.

NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

1. **Purpose.** The purpose of this Agreement is to resolve the Administrative Actions expeditiously, avoid the expense of a hearing, and possible further court proceedings.
2. **Waiver of Hearing Rights.** Respondents acknowledge their right to a hearing under the CDDTL in connection with the Administrative Actions and hereby waive that right to a hearing, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the CDDTL, the California Administrative Procedure Act (“APA”), the California Code of Civil Procedure, or any other provision of law, and by waiving such rights, consent to the agreement becoming final.
3. **Independent Legal Advice.** Each of the Parties represents, warrants, and agrees that it has received or been advised to seek independent legal advice from its attorneys with respect to the advisability of executing this Agreement. Respondents acknowledge that they consulted with attorney Frederick M. Ray, prior to entering into this Agreement.
4. **Admissions.** Respondents admit the FACTS stated in the Desist and Refrain Order, Citations and Order To Void Deferred Deposit Transactions served on Respondents and attached hereto (Administrative Actions) solely for the limited purposes of this Agreement and any future proceeding(s) that may be initiated by or brought before the Commissioner or other agencies against Respondents.
5. **Voiding of Transactions.** Respondents hereby agree to void the transactions that were referred for collection to any office of a District Attorney and to immediately refund all amounts to Respondents’ clients that they paid to the county offices of the District Attorneys. Respondents agree to refund at least \$7,985.87 plus indirect fees of \$88 charged for each transaction through the DA’s office that should be reimbursed to compensate consumers and ameliorate the damages suffered by them. It is estimated that the total amount to be refunded is \$7,985.87 plus fees of \$88 per client. Any transaction referred to a county District Attorney’s office and not collected shall be deemed a void transaction. Any amounts remaining unclaimed by clients on October 31, 2008, shall escheat to the State of California.
6. **Citations.** Respondents hereby agree to pay to the Commissioner one hundred thousand Dollars (\$100,000) for the Citations (“Citation Payments”). The first citation payment in the amount of thirty thousand dollars (\$30,000) is due by close of business, June 18, 2008. The second citation payment in the amount of thirty-five thousand dollars (\$35,000) is due 60 days thereafter by close of business August 18, 2008. The third and final citation payment in the amount of thirty-five thousand dollars (\$35,000) is due 120 days from June 18, 2008, or October 20, 2008. If payment is not received by June 18, 2008, or any other successive payment due on the foregoing dates is not paid on the due date, then the total amount

(\$270,000) of Citations ordered in Exhibit 1 are immediately due and payable to the Department. In the event of failure to make any payment when due, the Commissioner retains the right, and Respondent agrees that the Commissioner may summarily revoke all CDDTL licenses held by Respondents and Respondents hereby waive their right to any hearing on such revocations. Respondents' Citation Payments shall be payable to the California Department of Corporations and delivered to the Department of Corporations' San Francisco Office to the attention of the Complainant's Enforcement counsel, John Drews, at 71 Stevenson St., Suite 2100, San Francisco, CA 94105-2908.

7. Future Actions by the Commissioner. The Commissioner reserves the right to bring any future actions against Respondents or any of their partners, owners, employees or successors of Respondents for any and all unknown or future violations of the CDDTL. This Agreement shall not serve to exculpate Respondents or any of the partners, owners, employees or successors of Respondents from liability for any and all unknown or future violations of the CDDTL. If it is found, after the execution of this Agreement that Respondents have at any time violated any of the statutes and/or rules set forth in the CDDTL or Agreement, the Commissioner reserves the right to take further action against Respondents, including but not limited to, imposing penalties and requesting restitution of all CDDTL transactions originated in breach of this Agreement. Respondents acknowledge and agree that the Penalties provided for above in paragraph 6 shall not be the exclusive remedy available to the Commissioner in pursuing future violations but may be sought and employed in addition to any other remedy available pursuant to the CDDTL.

8. Failure to Make Consumer Refunds. Respondents acknowledge that during the month of July, 2008 they will offer to make refunds to the consumers referred to in paragraph six (6) above, and that failure to do so shall be a breach of this Agreement and shall be cause for the Commissioner to revoke or deny, respectively, any Department of Corporations license or any pending application of Respondents and any company owned or controlled by Michael A. Dillingham, his successors and assigns, by whatever names they might be known. Respondents waive any notice and hearing rights to contest such revocations or denials, which may be afforded under the Financial Code, the APA, the Code of Civil Procedure, or any other legal provisions.

9. Settlement Agreement Coverage. The parties hereby acknowledge and agree that this Agreement is intended to constitute a full, final and complete resolution of this Administrative Actions. The parties further acknowledge and agree that nothing contained in this Agreement shall operate to limit the Commissioner's ability to assist any other agencies with any prosecution, administrative, civil or criminal, brought by any such agency against Respondents based upon any of the activities alleged in this matter or otherwise. This Agreement shall not become effective until signed by Respondents and delivered by all parties. Each of the parties represents, warrants, and agrees that in executing this Agreement it has relied solely on the statements set forth herein and the advice of its own counsel and 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 Agreement; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

10. Full Integration. This Agreement, including the attached Administrative Actions 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.

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

12. Effective Date. This Agreement shall not become effective until signed by Respondents and delivered by all parties. The Commissioner shall file this Agreement with the Office of Administrative Hearings after execution by the parties.

13. Counterparts. This Agreement may be executed in any number of counter-parts by the Parties and when each Party has signed and delivered at least one such counterpart to the other Party, each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement.

14. Modifications and Qualified Integration. No amendment, change or modification of this Agreement shall be valid or binding to any extent unless it is in writing and signed by all of the parties affected by it.

15. Headings and Governing Law. The headings to the paragraphs of this Agreement are inserted for convenience only and will not be deemed a part hereof or affect the construction or interpretation of the provisions hereof. This Agreement shall be construed and enforced in accordance with and governed by California law.

16. Authority For Settlement. Each Respondents covenant that they possess all necessary capacity and authority to sign and enter into this Agreement. Each Party warrants and represents that such Party is fully entitled and duly authorized to enter into and deliver this Agreement. In particular, and without limiting the generality of the foregoing, each Party warrants and represents that it is fully entitled to enter into the covenants, and undertake the obligations set forth herein.

17. Public Record. Respondents acknowledge that this Agreement is a public record.

18. Voluntary Agreement. The Parties each represent and acknowledge that he, she or it is executing this Agreement completely voluntarily and without any duress or undue influence of any kind from any source.

19. Notices. Notice shall be provided to each party at the following addresses:

If to Respondents to: Frederick M. Ray, A Professional Corporation
770 The City Drive, Suite 8100, Orange, California 92868

If to the Commissioner to: Steven C. Thompson, Special Administrator
Financial Services Div. Department of Corporations
320 W. 4th Street, Suite 750. Los Angeles, CA 90013-2344

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on the dates set forth opposite their respective signatures.

Dated: 6/13/08

PRESTON DuFAUCHARD
California Corporations Commissioner

By _____
ALAN S. WEINGER
Lead Corporations Counsel
Enforcement Division

Dated: 6/13/08

By _____
MICHAEL A. DILLINGHAM
an individual

MICHAEL A. DILLINGHAM DBA A-1 CHECK CASHING OF UKIAH

Dated: 6/13/08

By _____
MICHAEL A. DILLINGHAM
Proprietor

MICHAEL A. DILLINGHAM DBA A-1 CHECK CASHING OF WILLITS

Dated: 6/13/08

By _____
MICHAEL A. DILLINGHAM
Proprietor

MICHAEL A. DILLINGHAM DBA A-1 CHECK CASHING OF EUREKA

Dated: 6/13/08

By _____
MICHAEL A. DILLINGHAM
Proprietor

MICHAEL A. DILLINGHAM DBA A-1 CHECK CASHING OF WOODLAND

Dated: 6/13/08

By _____
MICHAEL A. DILLINGHAM
Proprietor

MICHAEL A. DILLINGHAM DBA A-1 CHECK CASHING OF YUBA CITY

Dated: 6/13/08

By: _____
MICHAEL A. DILLINGHAM
Proprietor

Dated: 6/13/08

Approved as to form by Respondents' counsel

By: _____
FREDERICK M. RAY, ESQ.
A Professional Corporation