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

10  
11 In the Matter of the Accusation of THE ) OAH No. L-2002090673  
CALIFORNIA CORPORATIONS )  
12 COMMISSIONER, ) Case No.: 963-1870  
13 )  
Complainant, ) STIPULATION  
14 )  
15 vs. )  
16 DORIS A. MORROW, )  
17 Respondent. )  
18 \_\_\_\_\_ )

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20 This Stipulation is entered into between Doris A. Morrow (“Morrow”) and the California  
21 Corporations Commissioner ("Commissioner"), and is made with respect to the following facts:

22 **RECITALS**

23 A. Morrow, during the time relevant in the Accusation described in Paragraph B below  
24 (“Accusation”), was the president, secretary, treasurer, and owner of Day & Nite Escrow, Inc. (“Day  
25 & Nite”), an escrow agent licensed by the Commissioner pursuant to the Escrow Law of the State of  
26 California (California Financial Code section 17000 et seq.). Day & Nite had its principal place of  
27 business located at 778 Town & Country Road, Orange, California 92868.  
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1 B. On September 11, 2002, Morrow was served by the Commissioner with a Notice of  
2 Intention to Issue an Order Pursuant to Section 17423 (Bar from Employment, Management or  
3 Control of an Escrow Agent), Accusation and accompanying documents dated September 9, 2002.  
4 Morrow filed a Notice of Defense with the Commissioner and a hearing before the Office of  
5 Administrative Hearings is currently scheduled to commence on October 17, 2002.

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

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

10 **TERMS AND CONDITIONS**

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

13 2. Morrow hereby admits the allegations contained in the Accusation. Morrow’s  
14 admissions herein are solely for the limited purposes of this proceeding and any future proceeding  
15 that may be initiated by or brought before the Commissioner against Morrow. It is the intent and  
16 understanding between the parties that this Stipulation, and particularly Morrow’s admissions herein,  
17 shall not be binding or admissible against Morrow in any action(s) brought against Morrow by third  
18 parties.

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

22 4. Morrow acknowledges her right to an administrative hearing under Financial Code  
23 Section 17423 in connection with the bar described in Paragraph 3 above and hereby waives her  
24 right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant  
25 to the Escrow Law, the California Administrative Procedure Act, the California Code of Civil  
26 Procedure, or any other provision of law in connection with this matter herein.

27 5. The parties hereby acknowledge and agree that this Stipulation is intended to  
28 constitute a full, final and complete resolution of this proceeding. The parties further acknowledge

1 and agree that nothing contained in this Stipulation shall operate to limit the Commissioner's ability  
2 to assist any other agency, (county, state or federal) with any prosecution, administrative, civil or  
3 criminal, brought by any such agency against Morrow based upon any of the activities alleged in this  
4 matter or otherwise.

5 6. The Commissioner shall cause this Stipulation to be filed with the Office of  
6 Administrative Hearings within five days of its execution by all parties hereto, but no later than 9:00  
7 a.m. October 17, 2002.

8 7. Each of the parties represents, warrants, and agrees that it has received independent  
9 legal advice from its attorney(s) with respect to the advisability of executing this Stipulation.

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

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

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

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

Dated: DEMETRIOS A. BOUTRIS  
California Corporations Commissioner

By \_\_\_\_\_  
STEVEN C. THOMPSON  
Special Administrator, Escrow Law

Dated: \_\_\_\_\_  
By \_\_\_\_\_  
DORIS A. MORROW, an individual

APPROVED AS TO FORM:

LAW OFFICES OF MICHAEL J. MATLAF

By \_\_\_\_\_  
MICHAEL J. MATLAF, Attorneys for DORIS A. MORROW

DEMETRIOS A. BOUTRIS  
California Corporations Commissioner

By \_\_\_\_\_  
JUDY L. HARTLEY, Senior Trial Counsel