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

10 In the Matter of the Accusation of THE) OAH Case No.: 2011080156
CALIFORNIA CORPORATIONS)
11 COMMISSIONER,) File No.: 963-0205
12)
Complainant,) SETTLEMENT AGREEMENT
13)
14 vs.) TRIAL DATE: February 14, 15, 16, 21, 22 &
23, 2012
15 MONROVIA ESCROWS and JUDY GOOLER)
aka JUDITH GOOLER,) ASSIGNED TO: Judge Michael A. Scarlett
16)
17 Respondents.)

18 This Settlement Agreement is entered into between Monrovia Escrows (“Monrovia”) and
19 Judy Gooler aka Judith Gooler (Gooler”) (collectively “Respondents”), on the one hand, and the
20 California Corporations Commissioner ("Commissioner") on the other hand, and is made with
21 respect to the following facts:

22 **RECITALS**

23 A. Monrovia is a corporation in good standing, duly formed and existing pursuant to the
24 laws of the State of California, and authorized to conduct business in the State of California.

25 B. Monrovia is an escrow agent licensed by the Commissioner pursuant to the Escrow
26 Law of the State of California (California Financial Code § 17000 et seq.). Monrovia had its
27 principal place of business at 346 W. Foothill Boulevard, Monrovia, California 91016.
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1 C. Gooler is, and was at all times relevant, the president of Monrovia and the executrix
2 of the Estate of Roberta N. Gooler; the owner of Monrovia.

3 D. On June 9, 2011, Monrovia and Gooler were personally served by the Commissioner
4 with a Notice of Intention to Issue Order to Revoke Escrow Agent’s License and To Issue Order
5 Pursuant to Section 17423 (Bar from Employment, Management or Control of an Escrow Agent),
6 Accusation and accompanying documents dated June 6, 2011. Monrovia and Gooler have filed
7 Notices of Defense with the Commissioner on the above-referenced matter. A six-day hearing has
8 been scheduled for February 14, 15, 16, 21, 22 and 23, 2012.

9 F. It is the intention and desire of the parties to resolve this matter without the necessity
10 of a hearing and/or other litigation.

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

13 **TERMS AND CONDITIONS**

14 1. This Settlement Agreement is entered into for the purpose of judicial economy and
15 expediency, and to avoid the expense of a hearing, and possible further court proceedings.

16 2. Without express admission of any allegation contained in the Accusation described in
17 Paragraph D above (“Accusation”), the parties stipulate that a factual basis exists for the relief
18 provided for in this Settlement Agreement. Should Respondents (i) seek reinstatement pursuant to
19 Government Code section 11522, or (ii) apply to the Department of Corporations for any license,
20 whether individually or through any business entity in which Respondents or any Respondent named
21 herein, is a partner, officer, director, manager, or person owning or controlling, directly or indirectly,
22 ten percent or more of the outstanding interests or equity securities as the case may be, the
23 allegations set forth in the Accusation shall be deemed admitted solely for the limited purpose of
24 such proceedings. It is the intent and understanding of the parties that any allegations deemed
25 admitted hereunder shall not be admissible against Respondents in any legal proceeding whatsoever
26 brought by any person or agency other than as expressly provided in this Paragraph 2.

27 3. Monrovia hereby agrees to the issuance by the Commissioner of an order revoking
28 the escrow agent’s license of Monrovia. The revocation order shall become effective upon

1 execution of this Settlement Agreement. A copy of the revocation order is attached and incorporated
2 as Exhibit A.

3 4. Monrovia acknowledges its right to an administrative hearing under Financial Code
4 section 17608 in connection with the revocation and hereby waives its right to a hearing, and to any
5 reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the
6 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
7 provision of law in connection with this matter herein.

8 5. Gooler hereby agrees to the issuance by the Commissioner of an order barring her
9 from any position of employment, management or control of any escrow agent. The order shall
10 become effective upon execution of this Settlement Agreement. A copy of the bar order is attached
11 and incorporated as Exhibit B.

12 6. Gooler acknowledges her right to an administrative hearing under Financial Code
13 section 17423 in connection with the bar and hereby waives her right to a hearing, and to any
14 reconsideration, appeal, or other rights which may be afforded pursuant to the Escrow Law, the
15 California Administrative Procedure Act, the California Code of Civil Procedure, or any other
16 provision of law in connection with this matter herein.

17 7. The parties hereby acknowledge and agree that this Settlement Agreement is intended
18 to constitute a full, final and complete resolution of this matter. The parties further acknowledge and
19 agree that nothing contained in this Settlement Agreement shall operate to limit the Commissioner's
20 ability to assist any other agency, (county, state or federal) with any prosecution, administrative,
21 civil or criminal, brought by any such agency against Monrovia and/or Gooler based upon any of the
22 activities alleged in this matter or otherwise.

23 8. Each of the parties represents, warrants, and agrees that it has received independent
24 advice from its attorney(s) and/or representatives with respect to the advisability of executing this
25 Settlement Agreement.

26 9. Each of the parties represents, warrants, and agrees that in executing this Settlement
27 Agreement it has relied solely on the statements set forth herein and the advice of its own counsel
28 and/or representative. Each of the parties further represents, warrants, and agrees that in executing

1 this Settlement Agreement it has placed no reliance on any statement, representation, or promise of
2 any other party, or any other person or entity not expressly set forth herein, or upon the failure of any
3 party or any other person or entity to make any statement, representation or disclosure of anything
4 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in
5 any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the
6 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this
7 Settlement Agreement.

8 10. This Settlement Agreement is the final written expression and the complete and
9 exclusive statement of all the agreements, conditions, promises, representations, and covenants
10 between the parties with respect to the subject matter hereof, and supercedes all prior or
11 contemporaneous agreements, negotiations, representations, understandings, and discussions
12 between and among the parties, their respective representatives, and any other person or entity, with
13 respect to the subject matter covered hereby.

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

21 12. This Settlement Agreement shall not become effective until signed and delivered by
22 all parties.

23 13. This Settlement Agreement may be executed in one or more counterparts, each of
24 which shall be an original but all of which, together, shall be deemed to constitute a single
25 document. This Settlement Agreement may be executed by facsimile signature, and any such
26 facsimile signature by any party hereto shall be deemed to be an original signature and shall be
27 binding on such party to the same extent as if such facsimile signature were an original signature.
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