

In the Matter of the Citations and Desist and Refrain Order issued to Robert Baber, Jr. and Peggy White, dba Payday Services Today and Pay Day Today

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into as of November 18, 2008, by and between the Complainant, the California Corporations Commissioner (“Commissioner”), and Respondents Robert Baber, Jr. and Peggy White, dba Payday Services Today and Pay Day Today (“Respondents”) (hereinafter collectively “the Parties”).

RECITALS

This Agreement is made with reference to the following facts:

- A. Respondents have been conducting a deferred deposit transaction business located at 2012 N. G Street in Merced, California 95340.
- B. Respondents were not and are not licensed under the California Deferred Deposit Transaction Law (“CDDTL”) set forth in California Financial Code section 23000 et seq. (“CDDTL”) to transact such business.
- C. On October 7, 2008, the Commissioner issued Citations and a Desist and Refrain Order to Respondents for violations of the CDDTL.
- 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 expeditiously resolve the Citations and Desist and Refrain Order (“Order”). The Parties wish to avoid the expense of a hearing and possible further court proceedings.
2. Waiver of Hearing Rights. Respondents acknowledge their rights to a hearing under the CDDTL in connection with the Order. Respondents hereby waive that right to a hearing, and to any reconsideration, appeal, or other right to review that 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. By waiving such rights, Respondents consent to this Agreement becoming final.

3. Independent Legal Advice. Each of the Parties represents, warrants, and agrees that it has had the opportunity to receive independent legal advice from an attorney with respect to the advisability of executing this Agreement, and has received such advice if so desired. Respondents acknowledge that they willingly and knowingly enter into this Agreement.

4. Admissions. Respondents admit the FACTS recited in the Order 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. It is the intent and understanding between the Parties that this Agreement, and particularly the admissions of Respondents herein, shall not be binding or admissible against them in any action(s) with third parties.

5. Citations. Respondents hereby agree to pay to the Commissioner THREE THOUSAND dollars (\$3,000.00) for the Citations ("Citation Payment"). One payment in full shall be made on or before December 15, 2008. If Respondents fail to make payment in strict accord with the terms of this paragraph, then the total amount of Citations (\$10,000.00) ordered in the Order is immediately due and payable to the Department. Respondents' Citation Payment shall be payable to the California Department of Corporations and delivered to the Department of Corporations' Sacramento Office to the attention of the Complainant's Enforcement counsel Joanne Ross.

6. Future Actions by the Commissioner. The Commissioner reserves the right to bring any future actions against Respondents or any of its members, employees or successors for any and all unknown or future violations of the CDDTL. This Agreement shall not serve to exculpate Respondents or any of its members, employees or successors 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 provision of the CDDTL, the Commissioner reserves the right to take further action against them, including but not limited to, imposing penalties and requesting restitution of all CDDTL transactions originated in breach of this Agreement.

7. Desist and Refrain Order. Respondents hereby admit the allegations contained in the Desist and Refrain Order. Respondents hereby agree that the Desist and Refrain Order shall become final immediately upon execution of this Settlement Agreement.

8. Settlement Agreement Coverage. The Parties hereby acknowledge and agree that this Agreement is intended to constitute a full, final and complete resolution of the Order. 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 administrative, civil or criminal prosecution 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 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.

9. Full Integration. This Agreement 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.

10. 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.

11. Effective Date. This Agreement shall not become effective until signed and delivered by all Parties.

12. Counterparts. This Agreement may be executed in any number of counterparts 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.

13. 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.

14. 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.

15. Authority for Settlement. Each Party covenants that each possesses 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.

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

17. 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.

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

If to Respondent to: Robert Baber, Jr. and Peggy White, dba Payday Services
Today and Pay Day Today
2012 N. G Street, Merced, CA 95340

and

Robert Baber, Jr. and Peggy White
7213 Louise Ave.
Winton, CA 95388

If to the Commissioner to: Steven C. Thompson, Special Administrator
Financial Services Division, 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: _____

PRESTON DuFAUCHARD
California Corporations Commissioner

By _____
ALAN S. WEINGER
Acting Deputy Commissioner
Enforcement Division

RESPONDENTS:

Dated: _____

Robert Baber

Dated: _____

Peggy White